

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.255

Agenda No. 10.A

Approved: APR 27 2016

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2016 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$313,408,838.00**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

FCOA	ACCOUNT	FROM	TO
28-370	Recreation OE	\$251,502.00	\$351,502.00
31-435	Communications- All Depts. OE	\$368,280.00	\$720,000.00
20-123	Municipal Council OE	\$24,557.00	\$50,000.00
20-104	Architecture OE	\$9,230.00	\$20,000.00
20-105	Engineering OE	\$480,080.00	\$780,080.00
GRANT	Emergency Management Performance (EMPG)	\$0.00	\$10,000.00
GRANT	Innovation Team	\$0.00	\$750,163.00
GRANT	STD Education/Screening	\$0.00	\$157,183.00
GRANT	STD PFY Addtl Funding	\$0.00	\$10,000.00
GRANT	Peer Grouping 2015 & 2016	\$0.00	\$80,000.00
GRANT	Municipal Aid -MLK Dr Sec2	\$0.00	\$989,590.00
GRANT	Local Safety Program -Marin Blvd	\$0.00	\$885,838.00
GRANT	Local Safety Program -Oakland & St Paul's Intersection	\$0.00	\$288,524.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 Municipal Budget.

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☒


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)
--

Initiator

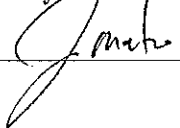
Department/Division	Administration	Management and Budget
Name/Title	John Metro	
Phone/email	201-547-5042	jmetro@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Resolution is to increase the temporary budget to cover operating expenses as well as include new grant received.
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I certify that all the facts presented herein are accurate.



04/19/2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.256

Agenda No. 10.B

Approved: APR 27 2016

TITLE:

RESOLUTION AUTHORIZING THE USE OF RESERVE FUNDS IN THE CY 2016 MUNICIPAL BUDGET FOR VARIOUS YOUTH JOB PROGRAMS.



COUNCIL

adoption of the following resolution:

offered and moved

WHEREAS, Executive Order of the Mayor, E.O. 2013-004, Tax Exemption Policy and Procedures was issued on December 24, 2013; and

WHEREAS, one of the terms of this order is when an entity is awarded a tax abatement a buy-up commitment is to be held in a reserve for the use of "Jersey City youth job programs to provide summer and/or after school jobs;" and

WHEREAS, the anticipated the appropriation in the CY 2016 Municipal Budget for various youth jobs are as follows:

Summer Youth Program (Recreation)	\$ 950,000
Youth Court Program (Municipal Court)	\$ 150,000
City Government Summer Seasonal (Workforce Management)	\$ 100,000
Stop the Drop Program (DPW)	\$ 140,000
Total:	\$1,340,000

WHEREAS, these funds will be anticipated as revenue in the CY 2016 budget to offset the appropriations; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that funds in the amount of \$1,340,000 will be transferred from the reserve account and anticipated as revenue in the CY 2016 Municipal Budget to offset the appropriations for the Summer Youth Program, the Youth Court Program, the City Government Summer Seasonal Program and the Stop the Drop Program.

APPROVED:

Donna Nguyen, CFO

APPROVED AS TO LEGAL FORM

APPROVED:

[Signature]
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF RESERVE FUNDS IN THE CY 2016 MUNICIPAL BUDGET FOR VARIOUS YOUTH JOB PROGRAMS.

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution will allow the transfer of funds from a reserve account to the current fund as anticipated revenue in the CY 2016 Municipal Budget so that these funds may be used for their intended purposes.

I certify that all the facts presented herein are accurate.

Donna Mauer
Signature of Department Director

4/19/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.257

Agenda No. 10.C

Approved: APR 27 2016

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2016 BUDGET OF THE MCGINLEY SQUARE SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-022** the City of Jersey City established the McGinley Square Special Improvement District (MSSID) to be operated by the McGinley Square Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to the specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of McGinley Square Special Improvement District has submitted its 2016-2017 fiscal year budget, July 1, 2016 – June 30, 2017 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2016-2017 fiscal year budget, July 1, 2016 – June 30, 2017 of the McGinley Square Special Improvement District, attached hereto as Exhibit A, was approved by the McGinley Square Special Improvement District at its March 3, 2016 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.
3. The Tax Assessor is directed to do the following:

TITLE:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
- (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.
4. The City Clerk is directed to do the following:
- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
- (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
- (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
- (d) at least 10 days before the date of the scheduled hearing
- (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
- (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
- (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.
5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2016.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation CounselCertification Required ☐Not Required ☒

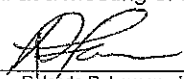
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

**2016-17 PROPOSED MCGINLEY SQUARE PARTNERSHIP BUDGET MEETING:
THURSDAY, MARCH 3, 2016**

The Annual Budget Meeting of the McGinley Square Partnership will be held on
THURSDAY, MARCH 3, 2016, 9:00 am, at the McGinley Square Partnership office, 761 Montgomery Street,
Jersey City, NJ. All members are welcome to attend and discuss the approval of the budget below which was
approved by the Partnership's Board of Directors at its February 11, 2016, meeting.

<u>REVENUES</u>	<u>TOTAL BUDGET</u>	<u>NOTES</u>
Cash on Hand	0	Cash balance projected as of 7/1/16
2015-16 SID taxes	72,336.51	same assessment formula as in past years
Banners/CCEF	2,034.00	31 Banners-\$1984 profit; CCEF-\$50
Recognition Awards DinnerAd Journal/Raffle	2,300.00	Net profit from ticket sales, ad journal, raffle
Monthly McGinley Shopper	<u>15,000.00</u>	\$1250/month: 25 ads @ \$50
TOTAL REVENUE	91,670.51	
 <u>EXPENSES</u>		
Rent	1,800.00	\$150 per month to Bardack Realty
Insurance	1,400.00	D&O insurance, \$1 million general liability insurance
Office Supplies	400.00	stamps, paper, etc. (no bottled water)
Audit/Tax Return	4,000.00	Madeline Miller, CPA; same as 2014-15
Telephone	<u>2,000.00</u>	land line, internet, fax
Subtotal	9,600.00	
 Management (on-site)	 42,993.27	 FTM staff; same as 2015-16 (less \$120 for website updates below)
 <u>Marketing</u>		
Website	359.40	Webhost (\$19.95/mon); updates (\$10/mon-FTM)
Holiday Lights-2016	<u>2,500.00</u>	full display of 50 ornaments (no electricity)
Total Marketing Subtotal	2,859.40	
 Sanitation	 36,000.00	 same as 2015-16 @ \$3000/month
 Reserve	 <u>217.84</u>	 unanticipated or non-budgeted expenses
TOTAL EXPENSES	91,670.51	

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.258

Agenda No. 10.D

Approved: APR 27 2016

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 119 RANDOLPH AVENUE, A/K/A BLOCK 22703, LOT 15, F/K/A BLOCK 2009, LOT 39.A

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on July 26, 2007, Benjamin McKnight (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$24,900.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16247 at Page 00287 of the Register of Deeds for Hudson County on September 10, 2007; and

WHEREAS, the Mortgage provided that when borrowers pay or satisfy all amounts due under the Note and Mortgage, the Lender's rights under the Note as secured by the Mortgage shall end and the Lender shall execute a cancellation of the Mortgage; and

WHEREAS, on August 10, 2015 the Borrowers paid off the loan in full;

WHEREAS, the mortgage affects property known as 119 Randolph Avenue, Jersey City, also known as Block 22703, Lot 15, f/k/a Block 2009, Lot 39.A; and

WHEREAS, the Borrowers have paid off the loan in full and pursuant to the Mortgage terms, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$24,900.00 affecting 119 Randolph Avenue, Jersey City, also known as Block 22703, Lot 15, f/k/a Block 2009, Lot 39.A.

JLB/he
4/12/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 119 Randolph Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Kimberly El-Sadek	Chief Program Coordinator/CDBG-HORP
Phone/Email:	201-547-5086	kel-sadek@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 119 Randolph Avenue, Jersey City, NJ 07305

Block: 22703 f/k/a 2009 Lot: 15 f/k/a 39.B

HORP/SHRP Mortgage Amount: \$ 24,900.00

Execution Date of HORP/SHRP Mortgage: 7/26/2007

Recording Date of HORP/SHRP Mortgage: 9/10/2007 Book: 16247 Page: 287

Basis for Discharge of Mortgage:

☐ Maturity of HORP/SHRP Mortgage: _____

☒ Satisfaction of HORP/SHRP Mortgage: \$ 6,225.00
Payoff Amount

8/10/2015
Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/20/16
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.259

Agenda No. 10.E

Approved: APR 27 2016

TITLE:



RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT
NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13,
BLOCK 24905 LOT 30 LOCATION 228 DWIGHT STREET

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, The Municipal Council of the City of Jersey City passed and adopted a resolution on November 24, 2015 authorizing the sale of certain real property not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13, and;

WHEREAS, in pursuance to said resolution such sale was held on January 7, 2016 in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey, and;

WHEREAS, at said public sale Block 24905 Lot 30, 228 Dwight Street was conditionally sold to: Skyway Realty, LLC, 327 Manhattan Avenue, Jersey City, New Jersey, and;

WHEREAS, the sale of the above mentioned property was confirmed by the Municipal Council on January 27, 2016, and;

WHEREAS, the above sale be canceled and the deposit in the amount of \$5,000.00 be forfeited due to the fact that the purchaser did not pay the balance of the purchase price,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the purchase of the above property to the aforementioned purchaser is hereby canceled and the deposit in the amount of \$5,000.00 be forfeited.

APPROVED: Ann Marie Mills, Asst. City Clerk APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Joanne Monahan
Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

**RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT NEEDED FOR
PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13, BLOCK 24905 LOT 30
LOCATION 228 DWIGHT STREET**

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

**TO CANCEL THE SALE AND THE DEPOSIT IN THE AMOUNT OF \$5,000.00
BE FORFEITED DUE TO THE FACT THAT THE PURCHASER DID NOT PAY
THE BALANCE OF THE PURCHASE PRICE.**

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.260

Agenda No. 10.F

Approved: APR 27 2016

TITLE:



RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT
NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13,
BLOCK 24902 LOT 15,16 LOCATION 97-101 MARTIN LUTHER KING DRIVE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, The Municipal Council of the City of Jersey City passed and adopted a resolution on November 24, 2015 authorizing the sale of certain real property not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13, and;

WHEREAS, in pursuance to said resolution such sale was held on January 7, 2016 in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey, and;

WHEREAS, at said public sale Block 24902 Lot 15,16,97-101 Martin Luther King Drive was conditionally sold to: Lansi Group, Inc., 73 Logan Avenue, 2nd floor, Jersey City, New Jersey 07306, and;

WHEREAS, the sale of the above mentioned property was confirmed by the Municipal Council on January 27, 2016, and;

WHEREAS, the above sale be canceled and the deposit in the amount of \$6,000.00 be forfeited due to the fact that the purchaser did not pay the balance of the purchase price,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the purchase of the above property to the aforementioned purchaser is hereby canceled and the deposit in the amount of \$6,000.00 be forfeited.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13, BLOCK 24902 LOT 15,16 LOCATION 97-101 MARTIN LUTHER KING DRIVE

Initiator

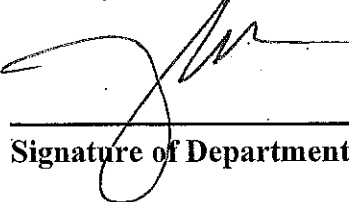
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO CANCEL THE SALE AND THE DEPOSIT IN THE AMOUNT OF \$6,000.00 BE FORFEITED DUE TO THE FACT THAT THE PURCHASER DID NOT PAY THE BALANCE OF THE PURCHASE PRICE.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.261

Agenda No. 10.6

Approved: APR 27 2016

TITLE:



RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT
NEEDED FOR PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13,
BLOCK 27003 LOT 16 LOCATION 12 PARNELL PLACE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, The Municipal Council of the City of Jersey City passed and adopted a resolution on November 24, 2015 authorizing the sale of certain real property not needed for public use by public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13, and;

WHEREAS, in pursuance to said resolution such sale was held on January 7, 2016 in the Assembly Chamber, City Hall, 280 Grove Street, Jersey City, New Jersey, and;

WHEREAS, at said public sale Block 27003 Lot 16, 12 Parnell Place was conditionally sold to: AGF Holdings, LLC, 1556 59th Street, Brooklyn, New York 11209, and;

WHEREAS, the sale of the above mentioned property was confirmed by the Municipal Council on January 27, 2016, and;

WHEREAS, the above sale be canceled and the deposit in the amount of \$7,500.00 be forfeited due to the fact that the purchaser did not pay the balance of the purchase price,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the purchase of the above property to the aforementioned purchaser is hereby canceled and the deposit in the amount of \$7,500.00 be forfeited.

APPROVED: Ann Marie Kelly, Real Estate Manager APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION CANCELING THE SALE OF REAL PROPERTY NOT NEEDED FOR
PUBLIC USE, PURSUANT TO N.J.S.A. 40A:12-13, BLOCK 27003 LOT 16
LOCATION 12 PARNELL PLACE**

Initiator

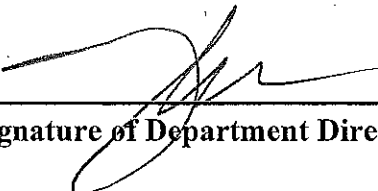
Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	annmarie@jenj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

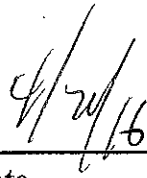
Resolution Purpose

**TO CANCEL THE SALE AND THE DEPOSIT IN THE AMOUNT OF \$7,500.00
BE FORFEITED DUE TO THE FACT THAT THE PURCHASER DID NOT PAY
THE BALANCE OF THE PURCHASE PRICE.**

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.262

Agenda No. 10.H

Approved: APR 27 2016

TITLE:



**AUTHORIZE REPLACEMENT OF LOST THIRD PARTY TAX SALE
CERTIFICATES # 2015-0166, 2015-0183, 2015-0227, 2015-0269, 2015-0305, 2015-0320,
2015-0467, 2015-0535, 2015-0538, 2015-0739, 2015-0850, 2015-0858, 2015-0900, 2015-1007,
2015-1365, 2015-1453, 2015-1525, 2015-1536, 2015-1655, 2015-1727, 2015-1870, 2015-1881,
2015-1944, 2015-1967, 2015-2005, 2015-2068, 2015-2188, 2015-2341 2015-2358 SOLD TO
MTAG CUST FOR ALTERNA FUNDING II, LLC**

**COUNCIL OFFERED, AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the City of Jersey City sold the tax sale certificates above on December 17, 2015 for various properties to MTAG CUST FOR ALTERNA FUNDING II, LLC; and

WHEREAS, MTAG CUST FOR ALTERNA FUNDING II, LLC, the third party lien holder for the above certificates lost the original certificates issued on December 17, 2015; and

WHEREAS, the Tax Collector would like to issue duplicate tax sale certificates to MTAG CUST FOR ALTERNA FUNDING II, LLC to under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that MTAG CUST FOR ALTERNA FUNDING II, LLC be given duplicate tax sale certificates.

SEE ATTACHED SCHEDULED

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator


Joanne Monahan

Corporation Counsel

Certification Required ☐

Not Required ☒

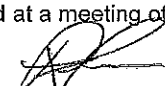
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

CERTIFICATES # 2015-0166, 2015-0183, 2015-0227, 2015-0269, 2015-0305, 2015-0320, 2015-0467, 2015-0535, 2015-0538, 2015-0739, 2015-0850, 2015-0858, 2015-0900, 2015-1007, 2015-1365, 2015-1453, 2015-1525, 2015-1536, 2015-1655, 2015-1727, 2015-1870, 2015-1881, 2015-1944, 2015-1967, 2015-2005, 2015-2068, 2015-2188, 2015-2341 2015-2358 SOLD TO MTAG CUST FOR ALTERNA FUNDING II, LLC

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this resolution is to prepare a duplicate tax sale certificate for MTAG CUST FOR ALTERNA FUNDING II, LLC who misplaced the original certificate.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-6-16
Date

Block	lot	Qualifier	Certificate #	Address	Owner	Purchase Date	Lien Holder
02305	31		2015-0166	539 Palisade Ave	DIAMOND TECH GROUP LLC	12/17/2015	MTAG Cust Alterna Funding II, LLC
02501	26		2015-0183	91 Terrace Ave	PEREZ LUIS F. & SYLVIA	12/17/2015	MTAG Cust Alterna Funding II, LLC
02805	51		2015-0227	42 Thorne St	TADROS DANIEL	12/17/2015	MTAG Cust Alterna Funding II, LLC
03601	56		2015-0269	180 Hutton St	HUTTON 180 LLC	12/17/2015	MTAG Cust Alterna Funding II, LLC
04201	30		2015-0305	140 Beach St	ROWAN THOMAS M.	12/17/2015	MTAG Cust Alterna Funding II, LLC
04401	22		2015-0320	93 Ferry St	NAVARRO JULIETA	12/17/2015	MTAG Cust Alterna Funding II, LLC
06701	1		2015-0467	634 Summit Ave	HUDSON MEDICAL HOLDINGS LLC	12/17/2015	MTAG Cust Alterna Funding II, LLC
08803	2	C005C	2015-0535	205 10th St	PARK HAMILTON L.P.#1 C/O BANC ONE	12/17/2015	MTAG Cust Alterna Funding II, LLC
08803	2	C00CU	2015-0538	205 10th St	PARK HAMILTON L.P.#3 C/O BANC ONE	12/17/2015	MTAG Cust Alterna Funding II, LLC
12002	51		2015-0739	32 Corbin Ave	MARIE CASTRO TRUST	12/17/2015	MTAG Cust Alterna Funding II, LLC
14101	10	C0002	2015-0850	229 Montgomery St	MONTGOMERY K. & MONTGOMERY E.	12/17/2015	MTAG Cust Alterna Funding II, LLC
14203	7		2015-0858	149 Sussex St	MEHTA HARSHNA	12/17/2015	MTAG Cust Alterna Funding II, LLC
14701	9		2015-0900	213 Nunda Ave	CONDE GUADALUPE	12/17/2015	MTAG Cust Alterna Funding II, LLC
15901	10	C1109	2015-1007	201 Marin Blvd	RADHAKRISHNAN BAWANA	12/17/2015	MTAG Cust Alterna Funding II, LLC
19503	52		2015-1365	334 Forrest St	ALEXANDER ORDISTER G.	12/17/2015	MTAG Cust Alterna Funding II, LLC
20302	29		2015-1453	5 Monitor St	CAPITAL DEVELOPMENT REALTY GROUP	12/17/2015	MTAG Cust Alterna Funding II, LLC
20803	27		2015-1525	23 Clarke Ave	CPMG JC03 LLC	12/17/2015	MTAG Cust Alterna Funding II, LLC
21002	2		2015-1536	179 Virginia Ave	WILSON RENEE	12/17/2015	MTAG Cust Alterna Funding II, LLC
22404	6		2015-1655	23 Morton Pl	CAMERON VIRGINIA	12/17/2015	MTAG Cust Alterna Funding II, LLC
22803	18		2015-1727	47 College St	MIKULA JOLANTA	12/17/2015	MTAG Cust Alterna Funding II, LLC
23703	30		2015-1870	10 Wilkinson Ave	MCCREA ONEITA	12/17/2015	MTAG Cust Alterna Funding II, LLC
23904	19		2015-1881	2 Casper Ct	MARCANO SHIRLEY	12/17/2015	MTAG Cust Alterna Funding II, LLC
24201	113		2015-1944	8 Skyline Dr	TJC REALTY LLC	12/17/2015	MTAG Cust Alterna Funding II, LLC
24803	22		2015-1967	259 Woodlawn Ave	QUINN FRANCIS & ROBERTA	12/17/2015	MTAG Cust Alterna Funding II, LLC
25101	12		2015-2005	179 Stegman St	WASHINGTON PHYLIS	12/17/2015	MTAG Cust Alterna Funding II, LLC
25801	10		2015-2068	89 Armstrong Ave	BONDI BAGUS LLC%COOPER RL EST MGMT	12/17/2015	MTAG Cust Alterna Funding II, LLC
26502	17		2015-2188	33 Stevens Ave	AMAKER JAMES D. & VENUS POLITE	12/17/2015	MTAG Cust Alterna Funding II, LLC
28503	21		2015-2341	1635 John F Kennedy Blvd	GERGES EFAT	12/17/2015	MTAG Cust Alterna Funding II, LLC
28603	24		2015-2358	31 Greenville Ave	NAQUI TAHIR M. & TASNIM	12/17/2015	MTAG Cust Alterna Funding II, LLC

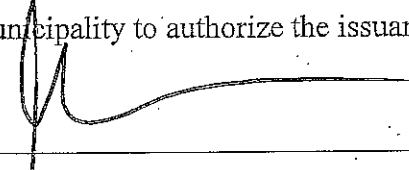


8609 Westwood Center Drive
Suite 325
Vienna, VA 22182
P: 866.404.4200 • F: 703.923.8910

REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 02305 Lot 31 assessed to DIAMOND TECH GROUP LLC.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



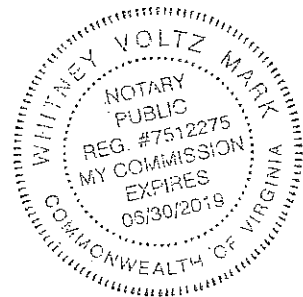
Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.

Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019





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1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 02501 Lot 26 assessed to PEREZ LUIS F. & SYLVIA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
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Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

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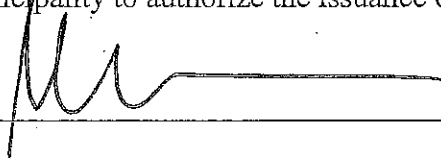


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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 02805 Lot 51 assessed to TADROS DANIEL.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



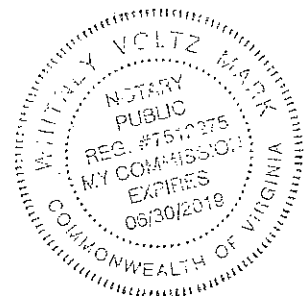
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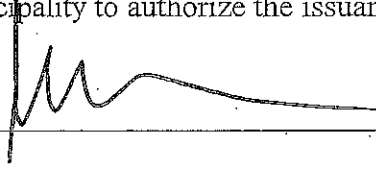


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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 03601 Lot 56 assessed to HUTTON 180 LLC.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



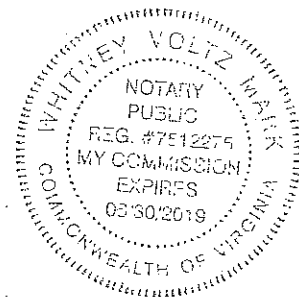
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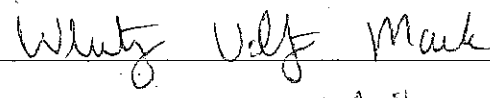
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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the
Municipality of the City of Jersey City constituting a municipal lien on property known
as Block 04201 Lot 30 assessed to ROWAN THOMAS M..
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not
sold, assigned, transferred or otherwise hypothecated said certificates.
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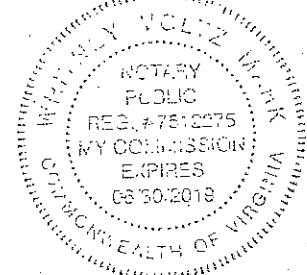
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Municipality of the City of Jersey City constituting a municipal lien on property known
as Block 04401 Lot 22 assessed to NAVARRO JULIETA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not
sold, assigned, transferred or otherwise hypothecated said certificates.
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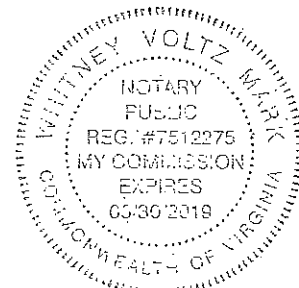
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Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019



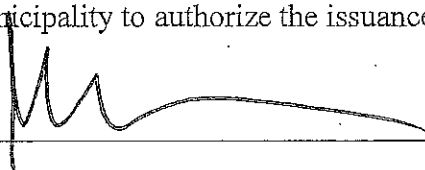


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2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
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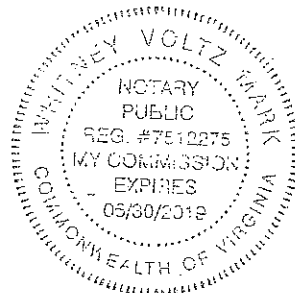
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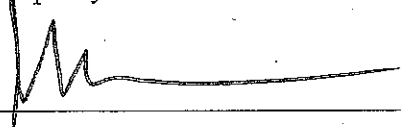


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2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
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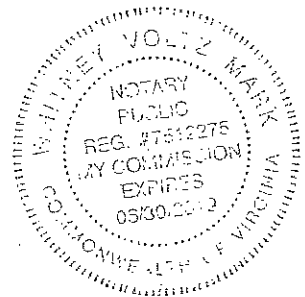
Marc S Marino, Agent,
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Whitney Voltz Mack

Printed Name of Notary: Whitney Voltz Mack
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2. The aforementioned certificate is not in my possession.
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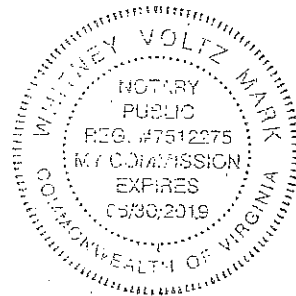
Marc S Marino, Agent,
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Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019





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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the
Municipality of the City of Jersey City constituting a municipal lien on property known
as Block 12002 Lot 51 assessed to MARIE CASTRO TRUST.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not
sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate
Tax Sale Certificate to me.



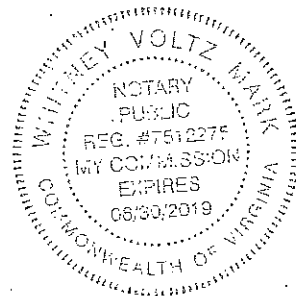
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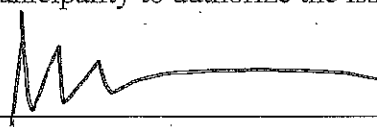


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AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 14101 Lot 10 C0002 assessed to MONTGOMERY K. & MONTGOMERY E..
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



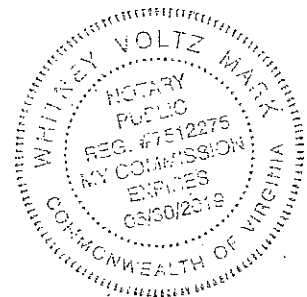
Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.

Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019





8609 Westwood Center Drive
Suite 325
Vienna, VA 22182
P: 866.404.4200 • F: 703.923.8910

REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 14203 Lot 7 assessed to MEHTA HARSHNA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

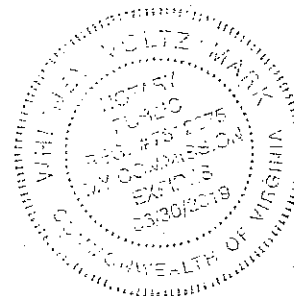
Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.

Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019



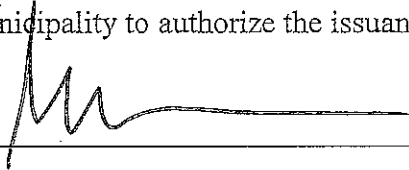


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REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
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I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 14701 Lot 9 assessed to CONDE GUADALUPE.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

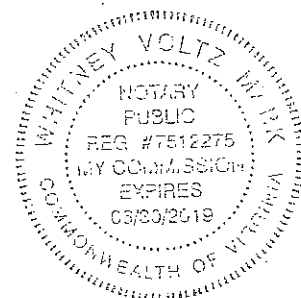


Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

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Whitney Voltz Mark

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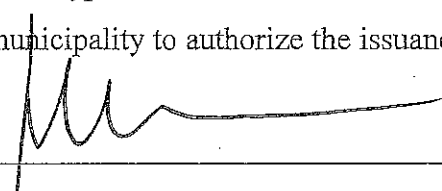


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I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the
Municipality of the City of Jersey City constituting a municipal lien on property known
as Block 15901 Lot 10 C1109 assessed to RADHAKRISHNAN BAWANA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not
sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate
Tax Sale Certificate to me.



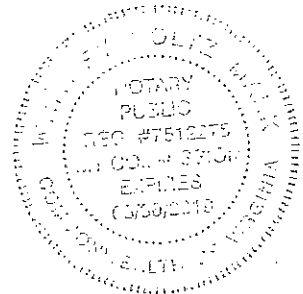
Marc S Marino, Agent,
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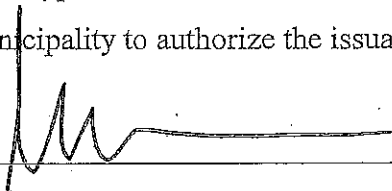


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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 19503 Lot 52 assessed to ALEXANDER ORDISTER G..
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

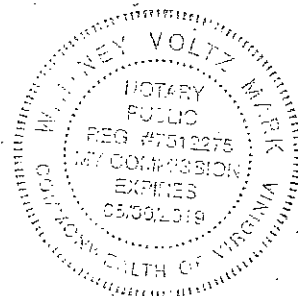


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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 20302 Lot 29 assessed to CAPITAL DEVELOPMENT REALTY GROUP.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

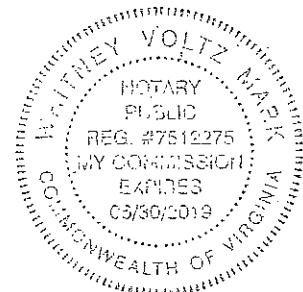


Marc S Marino, Agent,
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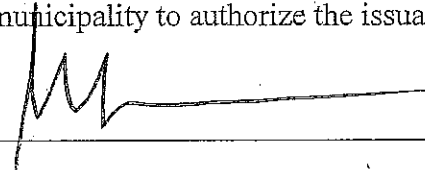


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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the
Municipality of the City of Jersey City constituting a municipal lien on property known
as Block 20803 Lot 27 assessed to CPMG JC03 LLC.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not
sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate
Tax Sale Certificate to me.



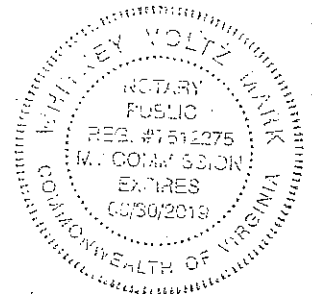
Marc S Marino, Agent,
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Commission Expires: 6/30/2019



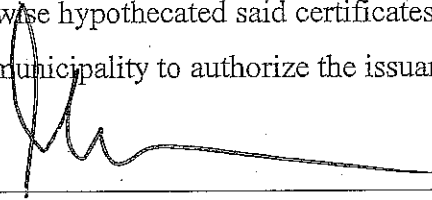


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PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 21002 Lot 2 assessed to WILSON RENEE.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

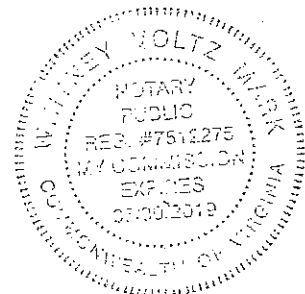


Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

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Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia
Commission Expires: 6/30/2019



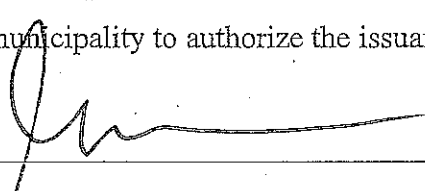


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REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
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I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 22404 Lot 6 assessed to CAMERON VIRGINIA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

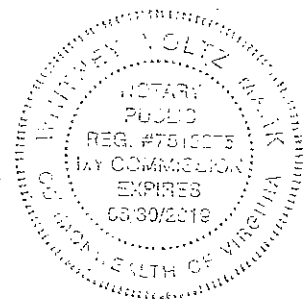


Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
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Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia
Commission Expires: 6/30/2019



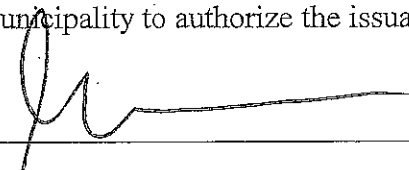


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REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

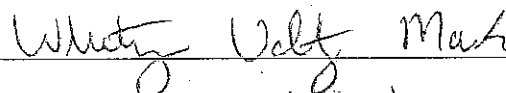
I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 22803 Lot 18 assessed to MIKULA JOLANTA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



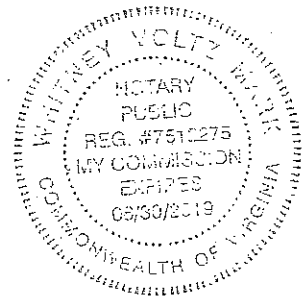
Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.



Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 10/30/2019



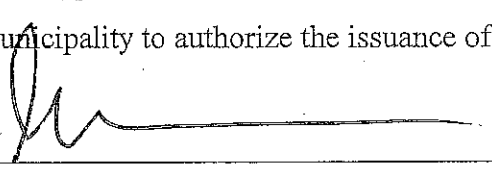


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REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

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PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 23703 Lot 30 assessed to MCCREA ONEITA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



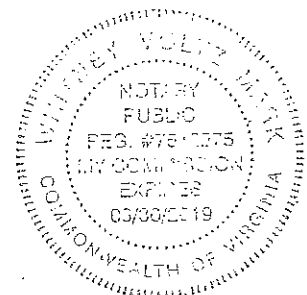
Marc S Marino, Agent,
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Sworn to and subscribed
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Whitney Vultz Mark

Printed Name of Notary: Whitney Vultz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019





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REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

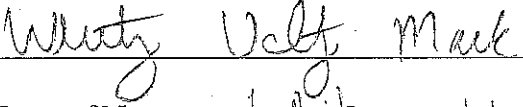
I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 23904 Lot 19 assessed to MARCANO SHIRLEY.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



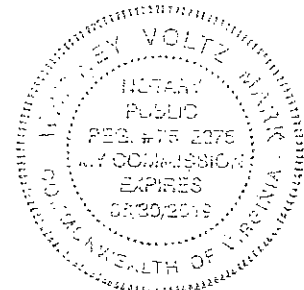
Marc S Marino, Agent,
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Sworn to and subscribed
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Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019



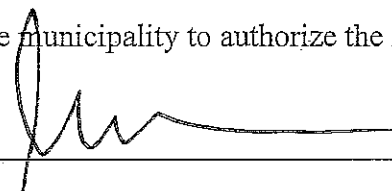


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REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 24201 Lot 113 assessed to TJC REALTY LLC.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



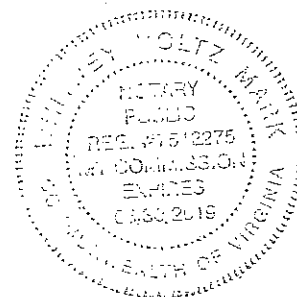
Marc S Marino, Agent,
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Whitney Voltz Mark

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my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 24803 Lot 22 assessed to QUINN FRANCIS & ROBERTA.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



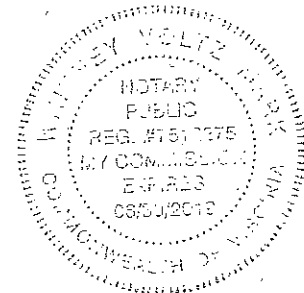
Marc S Marino, Agent,
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Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
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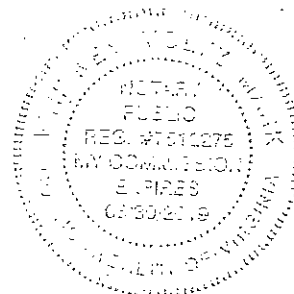
1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 25101 Lot 12 assessed to WASHINGTON PHYLLIS.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

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Whitney Voltz Mark
Printed Name of Notary: Whitney Voltz Mark
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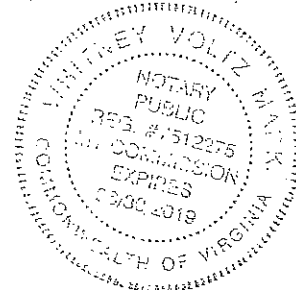
1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 25801 Lot 10 assessed to BONDI BAGUS LLC%COOPER RL EST MGMT.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
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AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon my oath, depose and says:

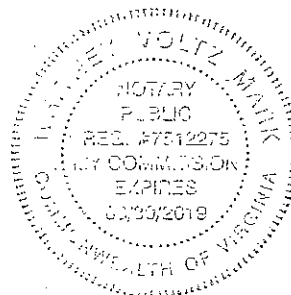
1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 26502 Lot 17 assessed to AMAKER JAMES D. & VENUS POLITE.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.

Whitney Voltz Mark
Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019



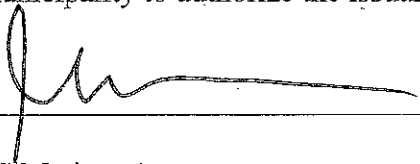


8609 Westwood Center Drive
Suite 325
Vienna, VA 22182
P: 866.404.4200 • F: 703.923.8910

REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is
PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon
my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the
Municipality of the City of Jersey City constituting a municipal lien on property known
as Block 28503 Lot 21 assessed to GERGES EFAT.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not
sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate
Tax Sale Certificate to me.



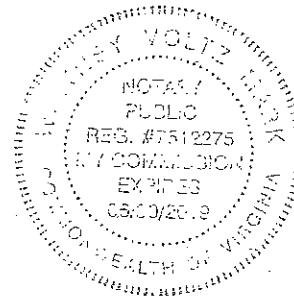
Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.

Whitney Voltz Mark

Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019



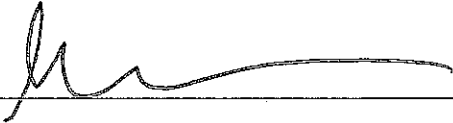


8609 Westwood Center Drive
Suite 325
Vienna, VA 22182
P: 866.404.4200 • F: 703.923.8910

REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE
PURSUANT TO CHAPTER 99 OF PUBLIC LAWS OF 1997

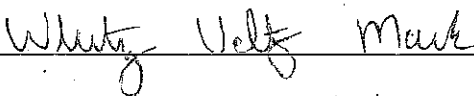
I, Marc S Marino, agent for MTAG Cust for Alterna Funding II LLC whose mailing address is PO Box 54967, New Orleans, LA 70154, of full age, being duly sworn according to law, upon my oath, depose and says:

1. I am an agent for the true and lawful owner of the 2015 Tax Sale Certificate issued by the Municipality of the City of Jersey City constituting a municipal lien on property known as Block 28603 Lot 24 assessed to NAQUI TAHIR M. & TASNIM.
2. The aforementioned certificate is not in my possession.
3. MTAG Cust for Alterna Funding II LLC remains the owner of said certificate and has not sold, assigned, transferred or otherwise hypothecated said certificates.
4. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.



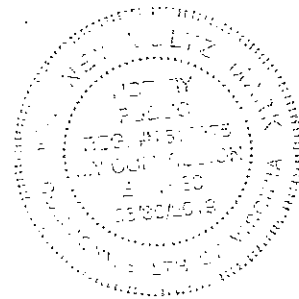
Marc S Marino, Agent,
MTAG Cust for Alterna Funding II LLC

Sworn to and subscribed
before me this 5 day of April 2016.



Printed Name of Notary: Whitney Voltz Mark
Notary Public, Fairfax County, Virginia

Commission Expires: 6/30/2019



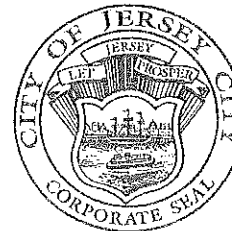
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16-263

Agenda No. 10.1

Approved: APR 27 2016

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF CERTIFICATES OF TAX SALE INCLUDING SUBSEQUENT MUNICIPAL LIENS PURSUANT TO N.J.S.A. 54:5-114.2(B)

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 54:5-114.2(b) PROVIDES THAT THE GOVERNING BODY MAY FROM TIME TO TIME DETERMINE BY RESOLUTION TO SELL CERTIFICATES OF TAX SALE INCLUDING ALL SUBSEQUENT LIENS FOR AN AMOUNT LOWER THAN THE TOTAL AMOUNT DUE, TOGETHER WITH INTEREST AND COSTS ON THE CERTIFICATES OF SALE; and

WHEREAS, THE CITY IS THE OWNER OF THE TAX SALE CERTIFICATES IDENTIFIED IN (EXHIBIT "A"); and

WHEREAS, THE TOTAL AMOUNT DUE ON THE CERTIFICATES INCLUDING SUBSEQUENT LIENS IS (SEE EXHIBIT A); and

WHEREAS, THE CITY SHALL OFFER THE CERTIFICATES FOR SALE FOR A MINIMUM BID OF (SEE EXHIBIT A); and

WHEREAS, N.J.S.A. 54:5-114.2(B) AUTHORIZES THE GOVERNING BODY TO DETERMINE AN AMOUNT THAT THE MUNICIPALITY WILL ACCEPT THAT IS LOWER THAN THE TOTAL AMOUNT DUE AND TO ACCEPT BIDS EQUAL TO OR LARGER THAN THAT AMOUNT; and

WHEREAS, IT IS IN THE BEST INTEREST OF THE CITY TO OFFER THE CERTIFICATES (SEE EXHIBIT A) FOR SALE AT AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE; and

WHEREAS, THE SALE SHALL BE CONDUCTED PURSUANT TO THE REQUIREMENTS SET FORTH UNDER N.J.S.A. 54:5-114.2(B)

NOW, THEREFORE, BE IT RESOLVED THAT:

1.) PURSUANT TO N.J.S.A. 54:5-114.2(B) THE TAX COLLECTOR IS AUTHORIZED TO ACCEPT BIDS FOR THE SALE OF THE CERTIFICATES LISTED IN EXHIBIT "A" ATTACHED HERETO.

2.) THE MINIMUM BID SHALL BE (SEE EXHIBIT A);

3.) THE SEALED BIDS SHALL BE DELIVERED TO THE TAX COLLECTOR BEFORE THE CLOSE OF THE BUSINESS DAY ON FRIDAY May 6, 2016.

4.) ALSO AT THE COUNCIL MEETING ON MAY 11, 2016 THE COUNCIL MAY ACCEPT OR REJECT BIDS RECEIVED ON THE BID RECEPTION DATE OF MAY 6 2016, OR THE COUNCIL MAY ACCEPT OR REJECT ANY HIGHER BID WHICH MAY BE MADE BY ANY PERSON AT THE COUNCIL MEETING.

5.) THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS IF THE GOVERNING BODY FEELS THAT THIS IS IN THE BEST INTEREST OF THE CITY; BECAUSE THE CERTIFICATES ARE BEING SOLD AT A DISCOUNT PURSUANT TO N.J.S.A. 54:5-114.2(B); **ANY BIDS SUBMITTED BY THE OWNERS WILL BE REJECTED;**

6.) IN THE EVENT A BID IS ACCEPTED, THE CLOSING OF THE SALE SHALL OCCUR ON OR BEFORE MAY 13, 2016;

7.) THE TAX COLLECTOR IS AUTHORIZED TO TAKE SUCH OTHER ACTIONS AS MAY BE NECESSARY TO ACCOMPLISH THE PURPOSE OF THIS RESOLUTION;

8.) UPON PAYMENT OF CONSIDERATION FOR THE CERTIFICATES, THE TAX COLLECTOR SHALL EXECUTE AN ASSIGNMENT OF THE CERTIFICATE ON THE ATTACHED LIST.

MC/ae

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
City Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

EXHIBIT A

BLOCK LOT LOCATION			OWNER	CERT #	AMOUNT	BID
18802	5	470 BRAMHALL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1283	\$93,922.11	\$62,500
18802	6	474 BRAMHALL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1284	\$93,922.11	\$62,500
18802	3	462 BRAMHAL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1281	\$93,922.11	\$62,500
18802	4	466 BRAMHALL	BRAMHALL, L.P. %JOHN WESTERVELT CFO	2015-1282	\$93,922.11	\$62,000
		TOTAL			\$375,688.44	\$250,000

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A BID FOR THE SALE BY ASSIGNMENT OF CERTIFICATES OF TAX SALE INCLUDING SUBSEQUENT MUNICIPAL LIENS PURSUANT TO N.J.S.A. 54:5-114.2(B)

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	MAUREEN COSGROVE	TAX COLLECTOR
Phone/email	5120	MAUREEN@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO ALLOW THE CITY TO COLLECT A PORTION OF THE DELINQUENT PROPERTY TAXES ON AFFORDABLE HOUSING UNITS.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-11-16
Date

CITY OF JERSEY CITY

4/11/2016 1:59:23 PM

280 GROVE ST.
JERSEY CITY, NJ
07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 470 BRAMHALL AVE.

Block: 18802 Lot: 00005 Qual: Account #: 341453 Certificate #: 2015-1283

Date of Sale: 12/17/2015 Redemption Date: 04/27/2016

CERTIFICATE AMOUNT

Principal: 79,570.75 Tax Sale Interest: 3,805.79 Cost of Sale: 100.00 Certificate Amount: 83,476.54
Interest on Certificate is 18.0000 % 5,425.98

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	5,172.10	84,742.85
COST OF SALE BILL	2015	4	12/17/2015	100.00	6.50	106.50
MISC TSI BILL	2015	4	12/17/2015	3,805.79	247.38	4,053.17
	Subtotals :			83,476.54	5,425.98	88,902.52

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/27/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
	Subtotals :			5,019.59	.00	5,019.59

Total Redemption Amount: 88,496.13 5,425.98 93,922.11

Redemption Good Thru: 04/27/2016

Interest Calculated Thru:

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

CITY OF JERSEY CITY

4/11/2016 1:59:49 PM

280 GROVE ST.
JERSEY CITY, NJ
07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 474 BRAMHALL AVE.

Block: 18802 Lot: 00006 Qual: Account #: 341461 Certificate #: 2015-1284

Date of Sale: 12/17/2015 Redemption Date: 04/27/2016

CERTIFICATE AMOUNT

Principal: 79,570.75 Tax Sale Interest: 3,805.79 Cost of Sale: 100.00 Certificate Amount: 83,476.54
Interest on Certificate is 18.0000 % 5,425.98

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	5,172.10	84,742.85
COST OF SALE BILL	2015	4	12/17/2015	100.00	6.50	106.50
MISC TSI BILL	2015	4	12/17/2015	3,805.79	247.38	4,053.17
			Subtotals :	83,476.54	5,425.98	88,902.52

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/27/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
			Subtotals :	5,019.59	.00	5,019.59

Total Redemption Amount: 88,496.13 5,425.98 93,922.11

Redemption Good Thru: 04/27/2016

Interest Calculated Thru:

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

CITY OF JERSEY CITY

4/11/2016 2:00:24 PM

280 GROVE ST.
JERSEY CITY, NJ
07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 462 BRAMHALL AVE.

Block: 18802 Lot: 00003 Qual: Account #: 341487 Certificate #: 2015-1281

Date of Sale: 12/17/2015 Redemption Date: 04/27/2016

CERTIFICATE AMOUNT

Principal:	79,570.75	Tax Sale Interest:	3,805.79	Cost of Sale:	100.00	Certificate Amount:	83,476.54
Interest on Certificate is						18.0000 %	5,425.98

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	5,172.10	84,742.85
COST OF SALE BILL	2015	4	12/17/2015	100.00	6.50	106.50
MISC TSI BILL	2015	4	12/17/2015	3,805.79	247.38	4,053.17
Subtotals :				83,476.54	5,425.98	88,902.52

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/27/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
Subtotals :				5,019.59	.00	5,019.59
Total Redemption Amount:				88,496.13	5,425.98	93,922.11
Redemption Good Thru:				04/27/2016		
Interest Calculated Thru:						

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

CITY OF JERSEY CITY

4/11/2016 2:00:54 PM

280 GROVE ST.
JERSEY CITY, NJ
07302

MUNICIPAL LIEN REDEMPTION STATEMENT

Owner: BRAMHALL, L.P. %JOHN WESTERVELT CFO
590 NORTH 7TH ST
NEWARK, NJ 07107

Property Location: 466 BRAMHALL AVE.

Block: 18802 Lot: 00004 Qual: Account #: 341495 Certificate #: 2015-1282

Date of Sale: 12/17/2015 Redemption Date: 04/27/2016

CERTIFICATE AMOUNT

Principal: 79,570.75 Tax Sale Interest: 3,805.79 Cost of Sale: 100.00 Certificate Amount: 83,476.54
Interest on Certificate is 18.0000 % 5,425.98

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
	2015	3	12/17/2015	79,570.75	5,172.10	84,742.85
COST OF SALE BILL	2015	4	12/17/2015	100.00	6.50	106.50
MISC TSI BILL	2015	4	12/17/2015	3,805.79	247.38	4,053.17
			Subtotals :	83,476.54	5,425.98	88,902.52

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT. PENALTY BILL	2016	1	04/27/2016	5,008.59	.00	5,008.59
RECORDING FEE BILL	2016	1	12/17/2015	11.00	.00	11.00
			Subtotals :	5,019.59	.00	5,019.59
			Total Redemption Amount:	88,496.13	5,425.98	93,922.11
			Redemption Good Thru:	04/27/2016		
			Interest Calculated Thru:			

**** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges ****

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.264

Agenda No. 10.J

Approved: APR 27 2016



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS: BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM ERIE STREET TO JERSEY AVENUE BEGINNING 7:30 A.M. AND ENDING 8:30 P.M. SATURDAY, AUGUST 27, 2016 AT THE REQUEST OF HUDSON PRIDE CONNECTIONS CENTER FOR THE PURPOSE OF THE LGBT PRIDE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Eduardo Baez on behalf of the Hudson Price Connections Center to close Barrow Street from Columbus Drive to Newark Avenue; Bay Street from Erie Street to Newark Avenue; Erie Street from Newark Avenue to Bay Street and Newark Avenue from Erie Street to Jersey Avenue beginning 7:30 a.m. and ending 8:30 p.m. Saturday, August 27, 2016 for the purpose of the LGBT Pride; and

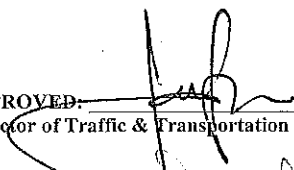
WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

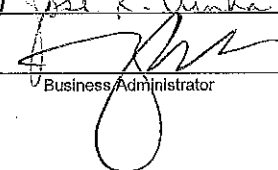
WHEREAS, the request to close Barrow Street, Bay Street, Erie Street and Newark Avenue does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-8(C) as the event as the event is sponsored by a non-resident, more than one block at a time will be closed and the event will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Barrow Street from Columbus Drive to Newark Avenue; Bay Street from Erie Street to Newark Avenue; Erie Street from Newark Avenue to Bay Street and Newark Avenue from Erie Street to Jersey Avenue beginning 7:30 a.m. and ending 8:30 p.m. Saturday, August 27, 2016.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

JDS:pc1
(03.31.16)

Certification Required ☐

Not Required ☒

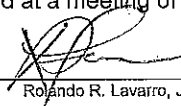
APPROVED 9-0

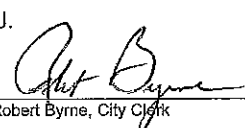
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM ERIE STREET TO JERSEY AVENUE BEGINNING 7:30 A.M. AND ENDING 8:30 P.M. SATURDAY, AUGUST 27, 2016 AT THE REQUEST OF HUDSON PRIDE CONNECTIONS CENTER FOR THE PURPOSE OF THE LGBT PRIDE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Eduardo Baez on behalf of Hudson Pride Connections Center, 32 Jones Street, JCNJ 07306 201.647.5093	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

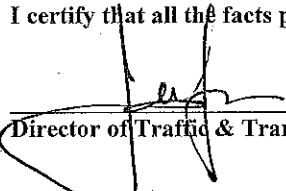
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

A RESOLUTION AUTHORIZING THE CLOSING OF BARROW STREET FROM COLUMBUS DRIVE TO NEWARK AVENUE; BAY STREET FROM ERIE STREET TO NEWARK AVENUE; ERIE STREET FROM NEWARK AVENUE TO BAY STREET AND NEWARK AVENUE FROM ERIE STREET TO JERSEY AVENUE BEGINNING 7:30 A.M. AND ENDING 8:30 P.M. SATURDAY, AUGUST 27, 2016

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

4/1/16

Date

Department Director

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: **BARROW ST, COLUMBUS DR to NEWARK AV**
 BAY ST, ERIE ST to NEWARK AV
 ERIE ST, NEWARK AV to BAY ST
 NEWARK AV, ERIE ST to JERSEY AV

PURPOSE OF EVENT: LGBT Pride

BEGINS: 7:30AM ENDS: 8:30PM
Saturday, August 27, 2016

APPLICANT: Eduardo Baez

ORGANIZATION: Hudson Pride Connections Center

ADDRESS: 32 Jones St, Jersey City NJ 07306

PHONE #: 917.647.5093

BEING WAIVED: More than one block at a time closed, nonresident, start time

THIS SECTION IS FOR OFFICE USE ONLY



THIS SECTION IS FOR OFFICE USE ONLY

Event Name: LGBTEvent Date: AUG 27

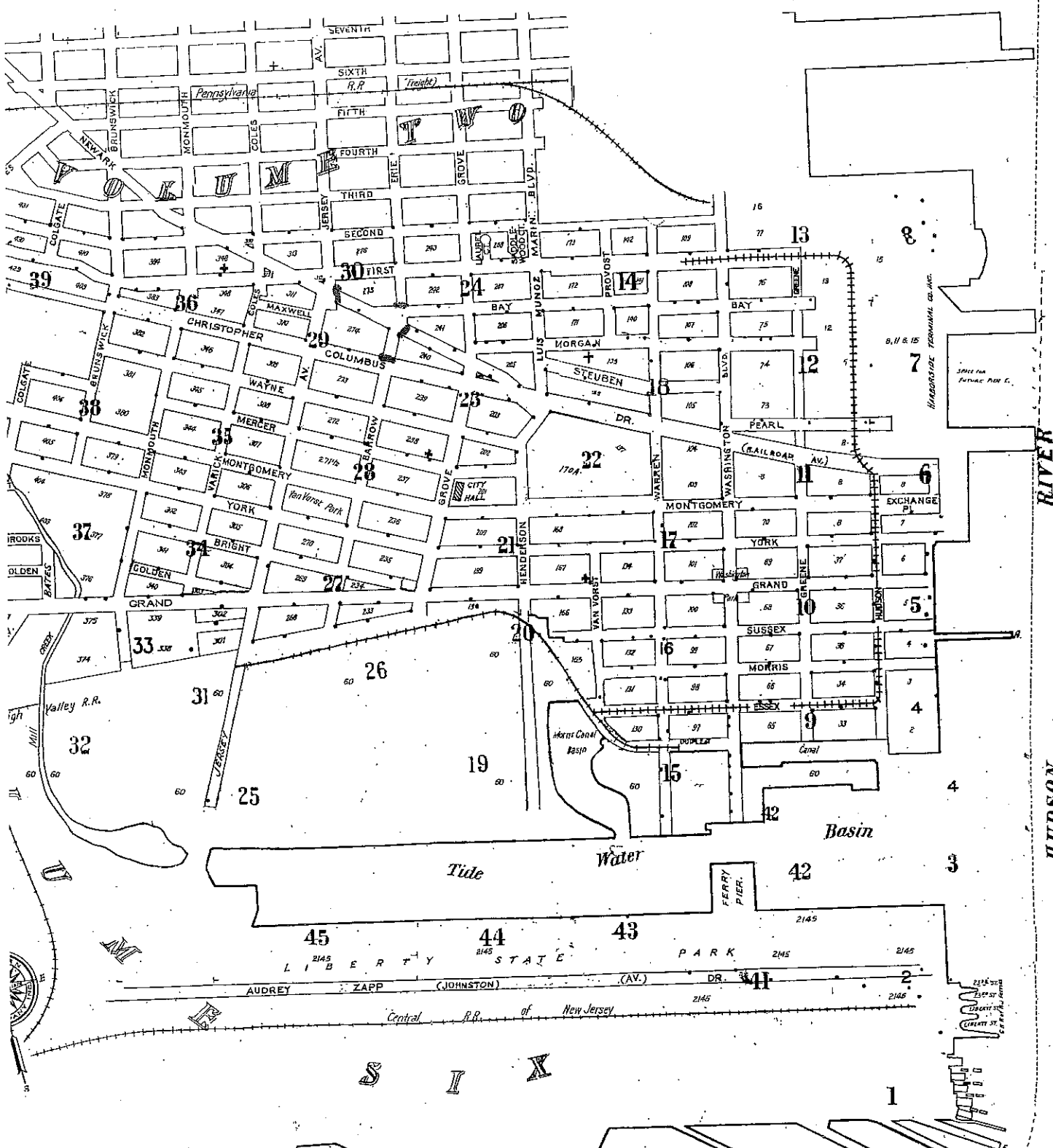
JERSEY CITY DIVISION OF TRAFFIC & ENGINEERING		Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>PENDING COUNCIL APPROVAL</u>					
Signature of Traffic Engineer: <u>[Signature]</u>		Date: <u>3.16.16</u>			
JERSEY CITY POLICE DEPARTMENT DISTRICT COMMANDER		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>Provisional pending proof of Insurance - Coordinates for Off-Duty Police Coverage</u>					
Signature of JCPD District Commander: <u>[Signature]</u>		Date: <u>3.17.16</u>			
JERSEY CITY POLICE DEPARTMENT POLICE CHIEF		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>SAA</u>					
Signature of JC Police Chief: <u>[Signature]</u>		Date: <u>3.18.16</u>			
JERSEY CITY POLICE DEPARTMENT DIRECTOR'S OFFICE		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>[Signature]</u>					
Signature of JC Police Director: <u>[Signature]</u>		Date: <u>03/09/2016</u>			
JERSEY CITY FIRE DEPARTMENT		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>Let of Vendor's Permit is needed 10 inspectors on site</u>					
Signature of JC Fire Official: <u>[Signature]</u>		Date: <u>3.9.16</u>			
JERSEY CITY HEALTH DEPARTMENT		Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input type="checkbox"/>
Comment(s): <u>Supply Vendor Use</u>					
Signature of Health Officer: <u>[Signature]</u>		Date: <u>3.15.16</u>			
JERSEY CITY DIVISION OF PARK AND FORESTRY		Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
Comment(s):					
Signature of Division Director:		Date: <u>1.1</u>			
JERSEY CITY DEPARTMENT OF PUBLIC WORKS DIRECTOR'S OFFICE		Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Modified <input type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
Reason for Denial/Modification:					
Signature of Department Director:		Date: <u>1.1</u>			

NOTE
INDEX SERVICE FOR THIS
VOLUME IS MAINTAINED
IN THE LOOSE-LEAF GENERAL
INDEX BOOK

TITLE /	DETAIL SHEETS SEQUENCE OF NUMBERS
INDEX- 0	1- 45
KEY- 1	

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NOTE
V- OR VAC. = VACANT
V-O. OR VAC. & OR = VACANT & OPEN
V-B. = VACANT & BOARDED UP





STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 1, 2016

TO: Jeremy Farrell, Corporation Counsel ✓
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
James Shea, Director, Department of Public Safety
Candice Osborne, Councilwoman, Ward E

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Engineering, Traffic and Transportation

SUBJECT: PROPOSED STREET CLOSING RESOLUTION

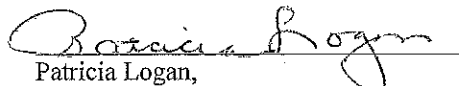
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street(s):

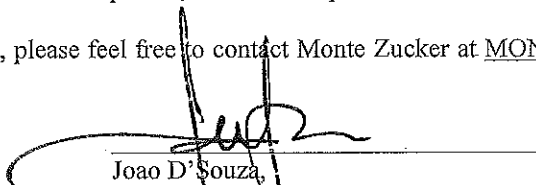
- Barrow Street from Columbus Drive to Newark Avenue, Bay Street from Erie Street to Newark Avenue, Erie Street from Newark Avenue to Bay Street and Newark Avenue from Erie Street to Jersey Avenue beginning 7:30 a.m. and ending 8:30 p.m., Saturday, August 27, 2016

The street closing was requested by Eduardo Baez on behalf of Hudson Pride Connections Center for the LGBT Pride.

It is anticipated the Resolution will be on the Agenda for the April 27, 2016 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@icnj.org or at extension 4469.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Andrew Vischio, P.E., Assistant Traffic Engineer
Mark Albiez, Chief of Staff
Phillip Zacche, Police Chief
Darren Rivers, Fire Chief
Captain Solliti, Commander, East District
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilman Boggiano
Councilman Yun Councilwoman Coleman

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.16.265

Agenda No. 10-K

Approved: APR 27 2016

TITLE:



A RESOLUTION AUTHORIZING AND APPROVING NEW SITES FOR THE INSTALLTION OF NEW BUS SHELTERS IN CONNECTION WITH THE CITY OF JERSEY CITY'S CONTRACT WITH AR JAMES & COMPANY, LTD AND THE COUNTY OF HUDSON

**COUNCIL
FOLLOWING RESOLUTION**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City ("City") and AR James & Company, LTD, t/d A.R. James Media ("AR James") entered a contract dated July 24, 2014, whereby AR James provides for the installation and maintenance of numerous bus shelters throughout the City (the "City/AR James Agreement"); and

WHEREAS, Resolution 15.287 approved on April 22, 2015 amended the City's contract with AR James to include the County of Hudson ("County") as a party to the contract so that bus shelters could be installed in public rights-of-way that are under the County's jurisdiction; and

WHEREAS, AR James, the City and the County agree that new bus shelters should be installed Kennedy Boulevard northbound at St. Paul's Avenue far side and southbound at Duncan Avenue far side, and on West Side Avenue northbound at Fairmount Avenue near side; and

WHEREAS, the City wishes to (1) approve the installation of the bus shelters, and (2) authorize all other actions necessary for the installation of the bus shelters.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF JERSEY CITY that the installation of bus shelters on Kennedy Boulevard northbound at St. Paul's Avenue far side and southbound at Duncan Avenue far side, and on West Side Avenue northbound at Fairmount Avenue near side, be hereby authorized and approved.

BE IT FURTHER RESOLVED, that the submission of an Application for Occupancy to Hudson County Engineering for the two bus stops on Kennedy Boulevard is hereby authorized and approved.

BE IT FURTHER RESOLVED, that the Mayor, Business Administrator, Chief Financial Officer, Corporation Counsel, City Clerk, Purchasing Agent, and any other necessary official, officer or employee of the city be and they are hereby authorized to execute any and all documents and to take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to:

1. AR James Media

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

JDS:pcl
(04.08.16)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-27-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING AND APPROVING NEW SITES FOR THE
INSTALLATION OF NEW BUS SHELTERS IN CONNECTION WITH THE CITY
OF JERSEY CITY'S CONTRACT WITH AR JAMES & COMPANY, LTD AND
THE COUNTY OF HUDSON**

Project Manager

Department/Division	Office of the Mayor	
Name/Title	Douglas Carlucci	
Phone/email	547-4943	dcarlucci@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Resolution 14.152, approved on March 12, 2014, awarded a contract pursuant to the Competitive Contracting Law to A.R. James & Company, Ltd. d/b/a A.R. James Media to construct and maintain bus shelters that include advertising space at various locations throughout Jersey City. Resolution 15.287, approved on April 22, 2015, amended the contract to include the County of Hudson ("County") as a party so that bus shelters could be installed on Kennedy Blvd. which is under the County's jurisdiction. This resolution authorizes the installation of additional bus shelters at locations on Kennedy Blvd.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Five years effective August 1, 2014

Type of award

Competitive Contracting

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 11, 2016

TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilman Ramchal, Ward B
Councilman Boggiano, Ward C

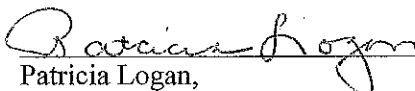
FROM: Patricia Logan, Supervising Traffic Investigator
Division of Engineering, Traffic and Transportation

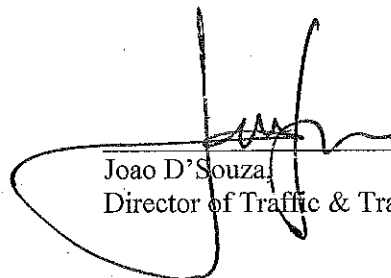
SUBJECT: PROPOSED RESOLUTION – BUS SHELTER AGREEMENT- AR JAMES

Please be advised, this Division has proposed legislation (for the Council's consideration) authorizing new sites for the installation of new Bus Shelters on Kennedy Boulevard northbound at St. Paul's Avenue, far side and southbound at Duncan Avenue, far side and on West Side Avenue northbound at Fairmount Avenue, near side.

It has been requested that the Resolution be listed on the Agenda for the April 27, 2016 Municipal Council meeting.

Feel free to contact me at ex. 4492 or at PatriciaL@jncj.org or Monte Zucker at 4469 or at Monte@JCNJ.org if you have any questions.

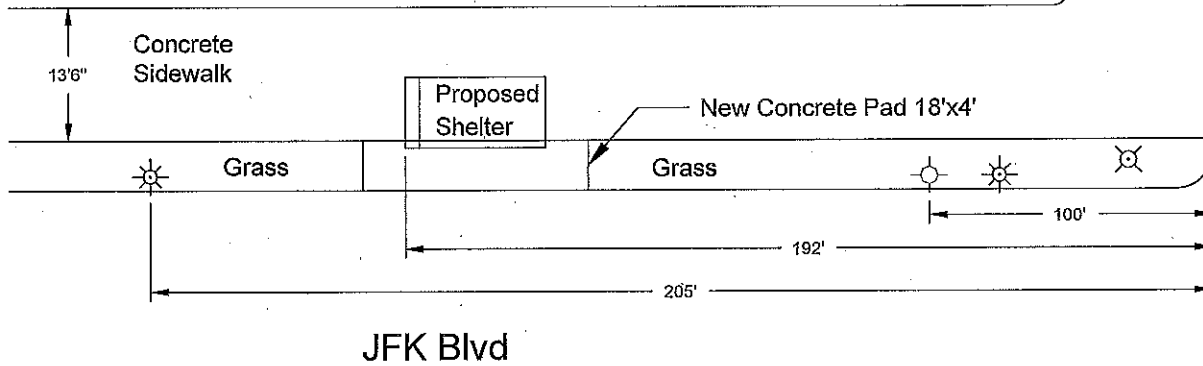
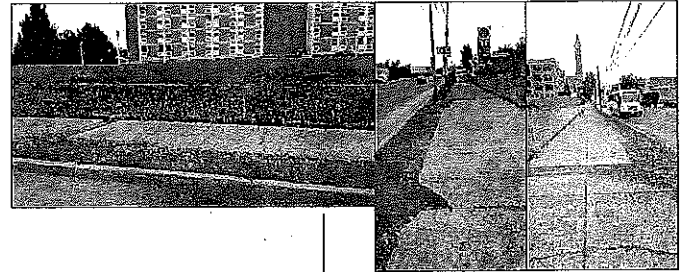

Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Andrew Vischio, P.E.
Chief of Staff Mark Albiez
Douglas Carlucci, Office of the Mayor
Judy Reilly, RRC
Council President LaVarro, Jr.
Councilman Gajewski
Councilwoman Coleman

Councilwoman Watterman
Councilman Yun

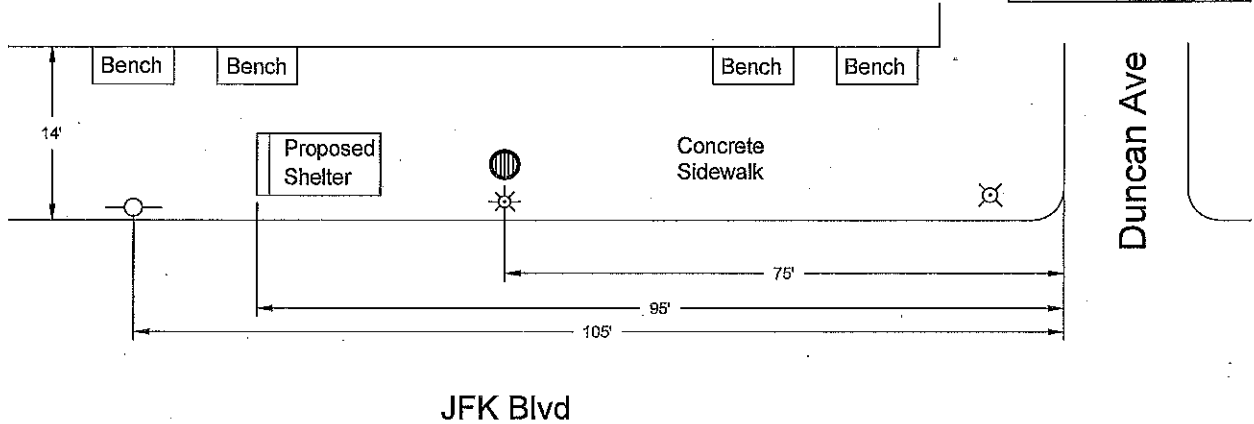
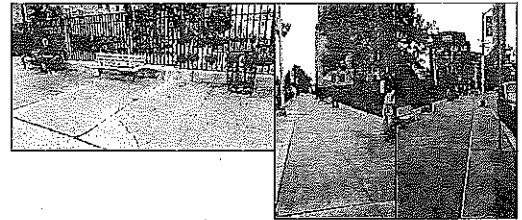
Councilman Rivera
Councilwoman Osborne



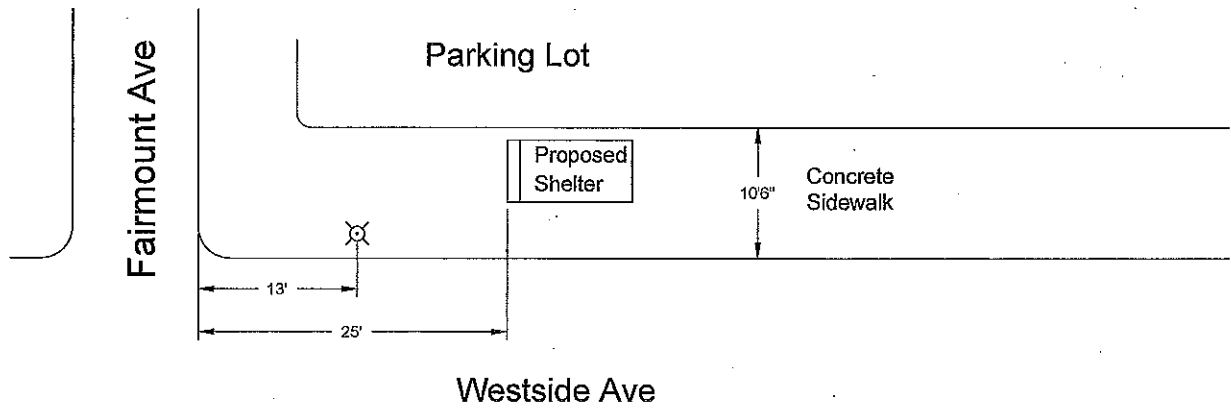
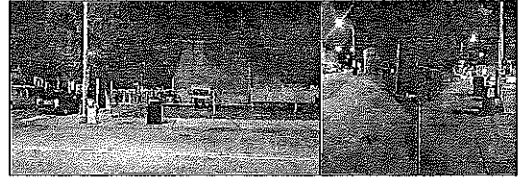
Revisions & Notes				Municipality		AR JAMES & CO. LTD	
Rev.	Description	Date	App. By	Jersey City		2 North Main St. Allentown N.J. 08501	
				Utility Company PSE&G		This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)	
				Abutting Owner		JFK Blvd @ St Pauls Ave	
				Right of Way			
Legend Street Light Fire Hydrant Utility Pole Man Hole Tree Bus Stop Sign Traffic Light <div style="border: 1px solid black; padding: 2px; display: inline-block;">Proposed Shelter</div>				Shelter Type	Date	Approved By	
				5x9 Flat Ad Box	9/11/2015		
				Bus Stop #	Lines Served	Scale	Dwn No
				20821			3132-23 JC
						Drawn By JDK	



Park



Revisions & Notes				Municipality		AR JAMES & CO. LTD	
Rev.	Description	Date	App. By	Jersey City		2 North Main St. Allentown N.J. 08501	
	Re-locate the bench behind the shelter.			Utility Company PSE&G		This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)	
	Some Concrete repair needed for sidewalk			Abutting Owner		JFK Blvd @ Duncan Ave	
Legend Street Light Fire Hydrant Utility Pole Man Hole Tree Bus Stop Sign Traffic Light Proposed Shelter				Right of Way	Contact Person	Approved By	
				Shelter Type 5x9 Flat Ad Box Bus Stop # 20856	Date 9/11/2015	Approved By	
				Lines Served	Scale	Down No 3132-22 JC	Drawn By JDK



Revisions & Notes				Municipality		AR JAMES & CO. LTD 2 North Main St. Allentown N.J. 08501	
Rev.	Description	Date	App. By	Jersey City			
	Re-locate Garbage Can			Utility Company PSE&G		This Bus Shelter is to be maintained by AR JAMES & CO. LTD (AR JAMES MEDIA)	
				Abutting Owner		Westside Ave @ Fairmount Ave	
				Right of Way			
Legend Street Light Fire Hydrant Utility Pole Man Hole Tree Bus Stop Sign Traffic Light Proposed Shelter				Contact Person		Approved By	
				Shelter Type 5x10 Flat Ad Box		Date 11/5/2015	
				Bus Stop # 21158		Scale	
				Lines Served		Own No 3132-24 JC	
						Drawn By JDK	

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.266

Agenda No. 10.1

Approved: APR 27 2016

TITLE:

**RESOLUTION ACCEPTING FUNDING FROM THE NORTH JERSEY
TRANSPORTATION PLANNING AUTHORITY (NJTPA) FOR THE 2016-2017
LOCAL SAFETY PROGRAMS (LSP) FOR THE CITY OF JERSEY CITY**



**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the North Jersey Transportation Planning Authority (NJTPA) has announced that the Board of Trustees have approved funding through the FY 2016-2017 Local Safety Programs (LSP) for City of Jersey City (City) projects; and

WHEREAS, the NJTPA provided a comprehensive list of locations for each Subregion, including for the City, which identified those roadways and total crashes that were evaluated as to its crash history and recommended for safety improvements; and

WHEREAS, the Department of Administration, Division of Engineering, Traffic and Transportation based on given criteria prepared proposals for 1) Marin Boulevard from Montgomery Street to 6th Street corridor improvements, and 2) Oakland Avenue & St. Pauls Avenue intersection improvements; and

WHEREAS, these funds are made available from the Federal Highway Administration's Highway Safety Improvements Program (HSIP); and

WHEREAS, the City desires to accept the FY 2016-2017 funding recommendations for Marin Boulevard \$885,838 and Oakland Avenue & St. Pauls Avenue \$288,524 to advance local safety improvement projects for the residents of the City; and

WHEREAS, the NJTPA will provide Engineering Assistance on both projects in FY2016 and federal authorization to proceed with construction will be in FY2017.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City accepts the funding from NJTPA for the FY 2016-2017 Local Safety Program (LSP) for the Department of Administration, Division of Engineering, Traffic and Transportation.
2. Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: Jose R. Lavarro

APPROVED AS TO LEGAL FORM

APPROVED: Joanne Monahan

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION ACCEPTING FUNDING FROM THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) FOR THE 2016-2017 LOCAL SAFETY PROGRAMS (LSP) FOR THE CITY OF JERSEY CITY****Initiator**

Department/Division	ADMINISTRATION	ENGINEERING, TRAFFIC & TRANSPORTATION
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Director of Engineering
Phone/email	201-547-4411	jcunha@jcnj.org

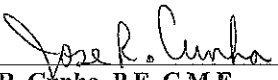
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution purpose is to accept the FY2016 and F2017 NJTPA recommended funding for the following two (2) City's Local Safety Program proposals submitted on September 15, 2015.

1. Marin Boulevard from Montgomery Street to 6th Street Corridor Improvements;
Funding Recommendation: \$885,838.00
2. Oakland Avenue & St Pauls Avenue Intersection Improvements;
Funding Recommendation: \$288,524.00

I certify that all the facts presented herein are accurate.



Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

4/14/16
Date



Robert J. Kakoleski,
Business Administrator
Department Director

4/20/16
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 13, 2016
TO : Rolando L. Lavarro Jr., Council President and Council Members
CC : Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
FROM : Jose R. Cunha, Municipal Engineer
SUBJECT : Notice of Funding - NJTPA Local Safety Program FY2016-2017

A resolution with the following title has been submitted for consideration by the City Council at the April 27, 2016 meeting:


**RESOLUTION ACCEPTING FUNDING FROM THE NORTH JERSEY
TRANSPORTATION PLANNING AUTHORITY (NJTPA) FOR THE 2016-2017 LOCAL
SAFETY PROGRAMS (LSP) FOR THE CITY OF JERSEY CITY**

The purpose of this resolution is to accept grant funding from the North Jersey Transportation Planning Authority (NJTPA). The NJTPA Board of Trustees has approved the following projects for funding through the FY2016 and FY2017 Local Safety Program;

- Marin Boulevard from Montgomery Street to 6th Street corridor improvements; Funding recommendation: \$885,838.00
- Oakland Avenue & St. Pauls Avenue intersection improvements; Funding recommendation: \$288,524.00

Projects will be in design in FY2016 and consultation authorization is anticipated for FY2017. If you have any questions, please feel free to contact the Division of Engineering.

Regards,


Jose R. Cunha, P.E., C.M.E.,
Municipal Engineer

Defining the Vision. Shaping the Future.



One Newark Center, 17th floor, Newark, NJ 07102
(973) 639-8400 • fax (973) 639-1953 • www.njtpa.org

Peter S. Palmer, Chair
Mary K. Murphy, Executive Director

Via E-Mail and Regular Mail

February 25, 2016

Hon. Steven M. Fulop
Mayor of Jersey City
City Hall
280 Grove Street, Room 223
Jersey City, NJ 07302

RE: FY 2016-2017 Local Safety Program

Dear Mayor Fulop:

I am pleased to inform you that the NJTPA Board of Trustees has approved the following projects for funding through the FY 2016-2017 Local Safety Program:

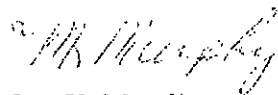
- **City of Jersey City: Marin Boulevard from Montgomery Street to 6th Street corridor improvements; Funding recommendation: \$885,838**
- **City of Jersey City: Oakland Avenue & St. Pauls Avenue intersection improvements; Funding recommendation: \$288,524**

Engineering assistance has been requested on both projects. Consultant selection will take place in FY 2016 with construction authorization anticipated for FY 2017. A detailed design schedule will be provided once the consultants have been selected and awarded the contracts to commence design work. The NJTPA will continue to provide consultant support for construction inspection. If the City wishes to seek support, an RFP for consultant selection (in compliance with the federal Brooks Act) will need to be prepared by the City.

Award of this grant is subject to all applicable federal rules and regulations. The project cannot be advertised for construction until federal authorization has been received. Once federal funding authorization is received, the City is expected to advertise for construction within 60 days and expend those funds within 24 months.

Please feel free to contact Christine Mittman at cmittman@njtpa.org and (973) 639-8448 or Sascha Frimpong at sfrimpong@njtpa.org and (973) 639-8422 with any questions you may have.

Sincerely,



Mary K. Murphy
Executive Director

c: Hon. Michael Yun, Municipal Councilman, Ward D and NJTPA Board Alternate
Naomi Hsu, P.P., Jersey City Division of Planning and NJTPA RTAC Member
Joe Cunha, P.E., City Engineer
Joao D'Souza, Jersey City Engineering and Traffic
Caroline Trueman, FHWA - NJ
Sophia Azam, NJDOT, Bureau of Transportation Data and Safety
Bhushan Pathare, NJDOT Division of Local Aid & Economic Development
Eileen Schack, NJDOT Division of Local Aid, District 2
Lauralee Rappleye, NJDOT, Bureau of Environmental Program Resources
Martin Hofler, NJTPA
Sascha Frimpong, NJTPA

NJTPA LOCAL SAFETY PROGRAM

Corridor safety improvements along Marin Boulevard from Montgomery Street to 6th Street/Thomas Gangemi Drive in Jersey City

**Funding awarded:
\$885,838**

JERSEY CITY



Steven Fulop
Mayor, Jersey City
NJTPA Trustee

Jersey City received an \$885,838 grant for this project through the NJTPA's FY 2016-2017 Local Safety Program (LSP). The project will improve pedestrian safety and overall operations at seven intersections along a half-mile stretch of Marin Boulevard. The project is split into three segments, Montgomery Street to Christopher Columbus Drive, Christopher Columbus Drive to 2nd Street and 2nd Street to 6th Street/Thomas Gangemi Drive.

Project Details

Improvements will include: restriping to create exclusive left turn lanes, pedestrian countdown signals, curb extensions to reduce pedestrian crossing lengths, high visibility crosswalks and the creation of bike lanes along Marin Boulevard.

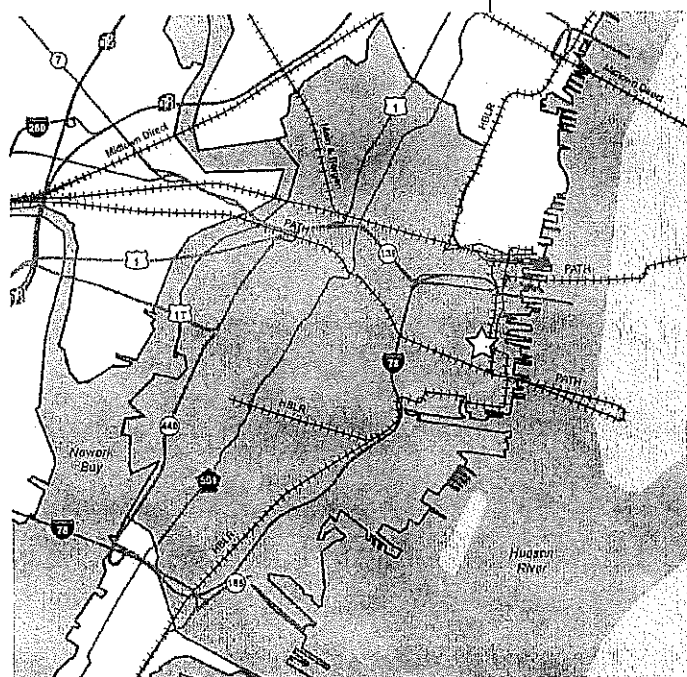
About the Project Area

Marin Boulevard is a heavily trafficked, densely populated corridor through

downtown Jersey City. The road is a major artery to the Holland Tunnel and has a mix of commercial and residential uses, including Newport Centre Mall. All seven intersections have a history of higher than average pedestrian crash rates. There have been a number of pedestrian-vehicle crashes in crosswalks and sideswipe vehicle crashes in left turn lanes. There are no marked bicycle lanes, forcing cyclists to create their own travel lanes.

Local Safety Program

The LSP specializes in cost-effective, "quick-fix" solutions that can make an immediate impact on their target areas. The LSP is a federally funded program established by the NJTPA, in conjunction with the New Jersey Department of Transportation, to advance safety initiatives on county and local roads. For more information, visit www.njtpa.org/LocalSafety.



NJTPA LOCAL SAFETY PROGRAM

Intersection safety improvements at Oakland Avenue and St. Pauls Avenue in Jersey City

**Funding awarded:
\$288,524**

JERSEY CITY



Steven Fulop
Mayor, Jersey City
NJTPA Trustee

Jersey City received a \$288,524 grant for this project through the NJTPA's FY 2016-2017 Local Safety Program (LSP). The project will improve pedestrian safety and aims to reduce right-angle crashes by installing a traffic signal at the intersection of Oakland Avenue and St. Pauls Avenue.

Project Details

Improvements will include: a traffic signal and pedestrian countdown signals, construction of curb extensions to reduce the distance for pedestrians crossing at the intersection and highly visible crosswalks.

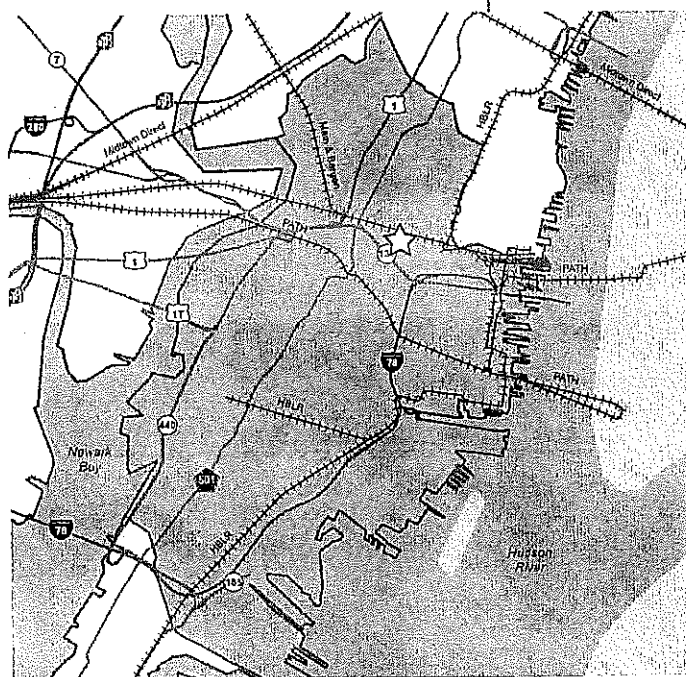
About the Project Area

The intersection of Oakland Avenue and St. Pauls Avenue is located adjacent to an elementary school, which occupies one corner, and is surrounded by residences. A community center is located nearby, and the intersection is only 500 feet north of Route 139, a major east-west artery leading to the

Holland Tunnel. There has been an increase in crashes at the intersection in recent years; more than two-thirds of these incidents have been right-angle crashes, which are typically caused by a vehicle failing to stop or yield.

Local Safety Program

The LSP specializes in cost-effective, "quick-fix" solutions that can make an immediate impact on their target areas. The LSP is a federally funded program established by the NJTPA, in conjunction with the New Jersey Department of Transportation, to advance safety initiatives on county and local roads. For more information, visit www.njtpa.org/LocalSafety.



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.267

Agenda No. 10.M

Approved: APR 27 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE AREA KNOWN AS THE BRUNSWICK TRIANGLE STUDY AREA TO DETERMINE IF SUCH AREA MEETS THE CRITERIA TO BE DECLARED AN AREA IN NEED OF REDEVELOPMENT AND/OR AN AREA IN NEED OF REHABILITATION

WHEREAS, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment or rehabilitation," as defined in NJSA 40A:12A-3.; and

WHEREAS, pursuant to NJSA 40A:12A-6.a., such a determination may be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

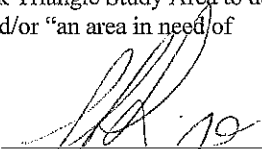
WHEREAS, pursuant to NJSA 40A:12A-7.f., Municipal Council may direct the Planning Board to prepare and review a redevelopment plan for adoption by the Council; and

WHEREAS, pursuant to NJSA 40A:12A-14 a delineated area may be declared to be in need of rehabilitation if it meets the criteria contained in the referenced section of the statute; and

WHEREAS, the Brunswick Triangle Study Area shall consist of property identified as the entirety of Blocks 9801, 9802, 9803, 9805, 9806, 8504, and 9901, and Lots 1, and 8 through 23 of Block 9804; and any public rights-of way within; all as depicted on the attached map entitled, *Brunswick Triangle Study Area Boundary, dated April 12, 2016*; and

WHEREAS, the study area contains vacant land and structures that appears to exhibit the characteristics qualifying as an area in need of redevelopment and/or rehabilitation; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the property identified with the Brunswick Triangle Study Area to determine if said area qualifies as an "area in need of redevelopment" and/or "an area in need of rehabilitation."


Maryann Bucci-Carter, PP, AICP
Acting Director,
Division of City Planning

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Asst. Corporation Counsel

Certification Required ☐

Not Required ☒

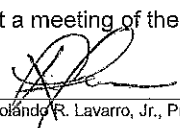
APPROVED 9-0

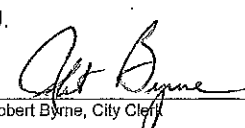
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT
A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE AREA KNOWN AS THE
BRUNSWICK TRIANGLE STUDY AREA TO DETERMINE IF SUCH AREA MEETS THE
CRITERIA TO BE DECLARED AN AREA IN NEED OF REDEVELOPMENT AND/OR AN AREA
IN NEED OF REHABILITATION**

Initiator

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Acting Director
Name/Title	Tanya R. Marione, PP, AICP	Principal Planner
Phone/email	201-547-5010	tanyam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

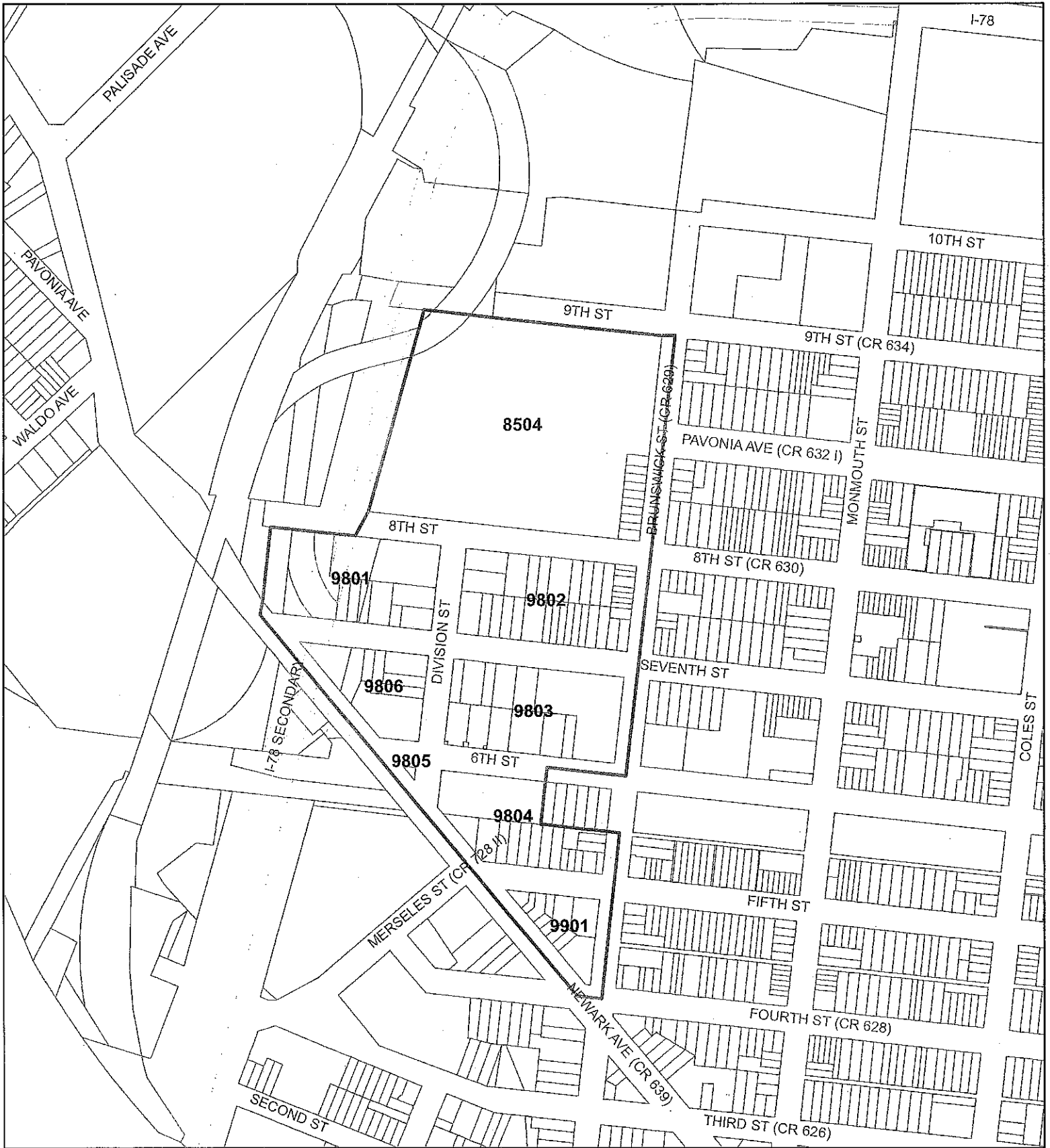
Resolution Purpose

A resolution to authorize the planning board to study the area known as the Brunswick Triangle, as depicted on attached map entitled, *Brunswick Triangle Study Area Boundary Map, dated April 12, 2016*, and conduct a preliminary investigation to determine if that area meets the criteria to be declared an area in need of redevelopment and/or an area in need of rehabilitation.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/13/16
Date



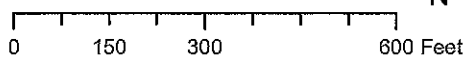
BRUNSWICK TRIANGLE STUDY AREA BOUNDARY MAP

APRIL 12, 2016

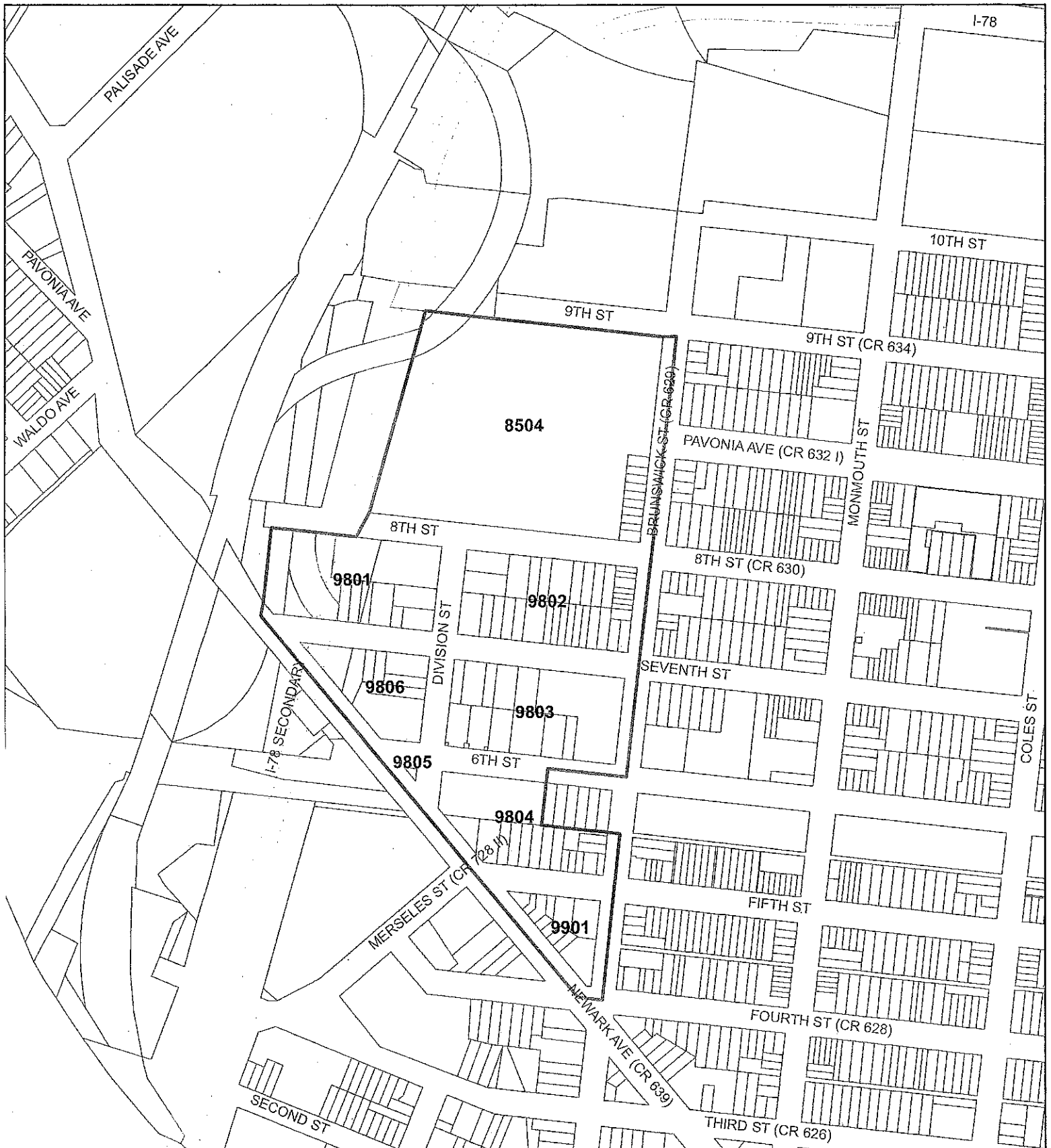
Legend

 Study Area Boundaries

1 inch = 300 feet



Jersey City
City Planning Division
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323



BRUNSWICK TRIANGLE STUDY AREA BOUNDARY MAP

APRIL 12, 2016

Legend

 Study Area Boundaries

1 inch = 300 feet

0 150 300 600 Feet



**Jersey City
City Planning Division**
30 Montgomery Street Suite 1400
Jersey City, NJ 07302-3821
Phone: 201.547.5010
Fax: 201.547.4323

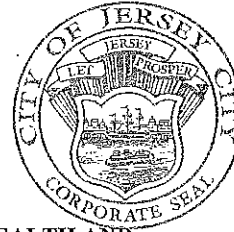
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.268

Agenda No. 10.N

Approved: APR 27 2016

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF HIV, STD, AND TB SERVICES FOR STD EDUCATION/SCREENING/TREATMENT AND EXECUTE A GRANT AGREEMENT

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION of the following Resolution:

WHEREAS, the City of Jersey City is desirous of accepting a grant award which addresses the health and Sexually Transmitted Disease needs of residents; and

WHEREAS, the State of New Jersey Department of Health and Senior Services, HIV, STD and TB Services is responsible for administering the STD Control Program; and

WHEREAS, this grant is for the period of July 1, 2016 through June 30, 2017 in the amount \$157,183.00 which will be allocated under CY 2016 budget; and

WHEREAS, the State of New Jersey will perform all STD screening tests at the N.J. State Laboratory, Trenton, N.J. for patients seen in the City of Jersey City Preventive Medicine (STD) Clinic approximately valued at \$278,000; and

WHEREAS, the State of New Jersey will provide all treatment necessary for a variety of STD's for patients seen in the City of Jersey City Preventive Medicine Clinic approximately valued at \$100,000; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey;

TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF HIV, STD, AND TB SERVICES FOR STD EDUCATION/SCREENING/TREATMENT AND EXECUTE A GRANT AGREEMENT

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City Preventive Medicine Clinic for 2016/2017 in the amount of \$157,183.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administrating the STD Control Grant, including the administrative compliance and audit.
3. The Mayor or Business Administrator is hereby authorized to enter into a grant agreement with the State of New Jersey Department of Health and Senior Services, Division of HIV, STD, and TB Services for the provision of childhood lead poisoning prevention and case management.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Deputy Corporation Counsel

Certification Required ☐Not Required ☒**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT GRANT FUNDS FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF HIV, STD, AND TB SERVICES FOR STD EDUCATION/SCREENING/TREATMENT AND EXECUTE A GRANT AGREEMENT

Initiator

Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes the City of Jersey City Department of Health and Human Services to accept grant funds from the State of New Jersey, Department of Health and Senior Services, Division of HIV, STD, and TB Services for STD Education /Screening/Treatment and execute a grant agreement. This grant is for the period of July 1, 2016 through June 30, 2017 in the amount of \$157,183.00 which will be allocated under CY 2016 budget. The State of New Jersey will perform all STD screening tests for patients seen in the City of Jersey City Preventive Medicine (STD) Clinic approximately valued at \$278,000 and the will provide all treatment necessary for a variety of STD's for patients seen in the City of Jersey City Preventive Medicine Clinic approximately valued at \$100,000.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



State of New Jersey
DEPARTMENT OF HEALTH

PO BOX 363
TRENTON, N.J. 08625-0363

www.nj.gov/health

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CATHLEEN D. BENNETT
Acting Commissioner

April 7, 2016

Vera Smith
Health Officer
Jersey City
199 Summit Avenue
Jersey City, NJ 07304

Dear Ms. Smith:

In accordance with the Terms and Conditions for the Administration of Grants, the Division of HIV, STD and TB Services (DHSTS) will accept a grant application to renew your current grant: #EPID16STD007. The grant period will be from July 1, 2016 to June 30, 2017. Pending the availability of funds, the projected base award will be **\$157,183**. Funds must be spent and/or obligated before the end of the budget period. The funds will be distributed as follows:

Service Category	Funding Amount	Funding Source	Budget Period
STD Education/Screening - High Risk Populations	\$157,183	State	7/1/2016-6/30/2017

Funding is expressly dependent upon the availability of funds to the department appropriated by the State Legislature from state or federal revenue. The department shall not be held liable for any breach of this agreement, because of the absence of available funding. As a DHSTS cost control measure, the **mileage reimbursement rate is set at \$0.31 per mile**. The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of the current grant objectives. Attachment C negotiations with your Program Management Officer regarding specific objectives for your grant should begin simultaneously with the preparation of this application. These specifics will be added to the official Attachment C and utilized to monitor and evaluate grant performance. The department will not be able to provide cash payment until a fully executed Notice of Grant Award is in place.

Grant renewal applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). The Department of Health "Terms and Conditions" as well as **Cost Controlling Initiatives** may be found under "Management Activities" within each application. SAGE can be accessed at www.sage.nj.gov. **Paper applications will not be accepted.** SAGE will be open for "Sexually Transmitted Disease (STD) Program" 2016 grant renewal applications on **April 8, 2016 and close on April 29, 2016 at 3:00 pm**. You are rolling over the current grant: #EPID16STD007 to complete your 2016 renewal application.

If you have any questions or are in need of assistance, please contact Amelia Hamarman, Program Management Officer at Amelia Hamarman at 609-826-5962 or Amelia.hamarman@doh.nj.gov or Jeff Garvin, Grants Management Officer at 609-984-5974 or H.Jeff.Garvin@doh.nj.gov.

Sincerely,

Connie F. Meyers
Assistant Commissioner

c: Stacey Lea Flanagan

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.269

Agenda No. 10.0

Approved: APR 27 2016



TITLE:

RESOLUTION AUTHORIZING THE AGREEMENT WITH LOCAL NONPROFIT PARTNERS AND THE CITY OF JERSEY CITY TO HOST COOKING MATTERS AT THE STORE PROGRAM

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, The City of Jersey City Department of Health and Human Services ("HHS") receives up to \$15,000 from Share Our Strength to conduct shopping tours through the Cooking Matters at the Store Program; and

WHEREAS, Share Our Strength seeks to empower families and caregivers of low-income children to purchase and prepare healthy food on a budget through Cooking Matters at the Store grocery store tours; and

WHEREAS, The City has agreed to reach 1,500 low income parents and caregivers through the program by December 31, 2016; and

WHEREAS, in order to accomplish this goal the City of Jersey City Department of Health and Human Services desires to enter into Memorandums of Understanding with Jersey City Community Based Organizations to provide curriculum, training, and incentives to execute Cooking Matters at the Store with their members/clients; and

WHEREAS, the Community Based Organizations will organize tours, provide volunteer tour leaders, engage in cross promotion activities, and submit monthly reports to HHS; and

WHEREAS, The City of Jersey City Department of Health and Human Services desires Memorandums of Understanding with the following Community Based Organizations (CBOs):

- | | |
|---|--------------------------------|
| • Greater Bergen Community Action, Inc. | Incentives valued up to \$3000 |
| • Wealth from Health Program | Incentives valued up to \$3000 |

City Clerk File No. Res. 16.269
 Agenda No. 10.0 APR 27 2016

TITLE:

RESOLUTION AUTHORIZING THE AGREEMENT WITH LOCAL NONPROFIT PARTNERS AND THE CITY OF JERSEY CITY TO HOST COOKING MATTERS AT THE STORE PROGRAM

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. HHS will work collaboratively with CBOs to build a healthier Jersey City.
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the Memorandum of Understanding shall be in substantially the form of the document attached hereto.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

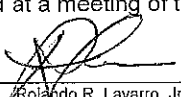
☒ **APPROVED 9-0**

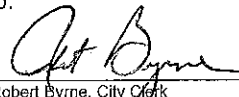
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AGREEMENT WITH LOCAL NONPROFIT PARTNERS AND THE CITY OF JERSEY CITY TO HOST COOKING MATTERS AT THE STORE PROGRAM

Initiator

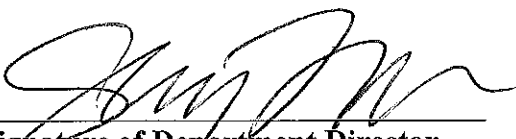
Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	flanagans@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


Resolution Purpose

This resolution authorizes an agreement with the City of Jersey City Department of Health and Human Services and local nonprofit partners to host Cooking Matters at the Store Program. The City of Jersey City Department of Health and Human Services receives up to \$15,000 from Share our Strength to conduct shopping tours through the Cooking Matters at the Store Program. The City has agreed to reach 1,500 low income parents and caregivers through the program. This agreement will allow more Jersey City residents to go on food shopping tours in order to learn how to eat healthy and will be given an incentive. In order to accomplish this goal the City of Jersey City Department of Health and Human Services desires to enter into a memorandum of understanding with Jersey City Community Based Organizations.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

**GREATER BERGEN
COMMUNITY ACTION, INC.**



241 Moore Street
Hackensack, NJ 07601
201-968-0200
www.bergencap.org

Community Partnership Agreement

The purpose of this agreement is to establish a formal working relationship between the Greater Bergen Community Action Head Start and Early Head Start Programs and The City of Jersey City Department of Health & Human Services, Partnership for a Healthier JC. All Partners have recognized the need to establish a working relationship to provide efficient services to the families of Jersey City.

All partners are committed to empowering Jersey City residents to increase the consumption of healthy foods by providing basic nutrition education through the Cooking Matters at the Store program.

In doing so each Partner agrees to the following:

The Greater Bergen Community Action Head Start/Early Head Start programs agree to:

- a. Refer Head Start/Early Head Start families to your agency/program for necessary and appropriate services
- b. Provide any necessary information (with appropriate signed releases)
- c. Accept referrals to our program (for eligible families)
- d. Provide information regarding the Head Start/Early Head Start Program

The City of Jersey City Department of Health & Human Services, Partnership for a Healthier JC, Program/Agency agrees to:

- a. Provide the partner agency with Cooking Matters Tours at the Store Web-based Training, needed support and incentive items.
- b. Provide template communication materials for Cooking Matters at the Store tours.
- c. Provide all facilitator and participant curriculum and materials free of charge.

All partners have read over the agreement and support the agreements as outlined. Each recognizes that this is a collaborative effort and for our families to be successful and view us as a team, we must work together to assist the family with referrals and services within Jersey City. In signing this agreement we acknowledge the fact that we must come together to effect change. This agreement symbolizes that commitment. This agreement may be modified by mutual consent at any time. Such consent shall be in writing with signatures of the appropriate parties. This agreement shall continue from year to year thereafter unless terminated by written notice. If I have any follow-up questions or comments, I will contact Diane Jennings at 201-547-4578.

Head Start/Early Head Start Representative

Agency/Program Representative

Date

Date

Memorandum of Understanding

The purpose of this memorandum of understanding is to establish a formal working relationship between the City of Jersey City Department of Health & Human Services, Partnership for a Healthier JC and Jersey City Medical Center – Barnabas Health; Wealth from Health® Program.

The Jersey City Department of Health & Human Services, Partnership for a Healthier JC takes a preventative approach to advancing health equity and improving health outcomes for residents' city wide.

All partners are committed to empowering Jersey City residents to increase the consumption of healthy foods by providing basic nutrition education through the Cooking Matters at the Store program.

In doing so, each partner agrees to the following:

The Jersey City Department of Health & Human Services, Partnership for A Healthier JC agrees to:

- Promote this valuable Healthy JC partnership by including the partner agency in all related press releases, flyers, calendar listings and print media.
- Provide the partner agency with Cooking Matters Tours at the Store Web-Based Training, needed support and incentive items.
- Provide template communication materials for Cooking Matters at the Store tours.
- Provide all facilitator and participant curriculum and materials free of charge.
- Dedicate a JCHHS CMATS Representative responsible for booking tour blocks at area supermarkets for partner agencies.
- Identify liaisons for the Wealth from Health® Program from each of the following City agencies to establish community partnership and to meet our shared objectives. : Senior Affairs, Senior Nutrition, Child Immunization Clinic, JC Housing Authority, Resident Response Center and Meals On Wheels.
- Conduct a meet and greet for all Wealth from Health® Program & JC Agency liaisons.

-Connect Wealth from Health® Program to HHS Partners, including but not limited to: JC Block Associations, Adopt A Lot Organizations, Community Based Organizations and the Jersey City Parks Coalition.

Wealth from Health® Program agrees to:

- Attend Cooking Matters at the Store (CMATS) orientation session for Community Based Organizations (CBO)
- Have minimum 2 staff members complete CMATS Tour Leader Training
- Coordinate and conduct monthly tours with organizations clients &/ general public
- Track CMATS tour and participant numbers for monthly submission to HHS
- Recruit (solicit/encourage) volunteer tour leaders from organization client base
- Cross promotion of CMATS program within partner agency structure divisions/departments and community events
- Provide CMATS program feedback for press releases

This agreement will be subject to annual review. Both partnership organizations with the appropriate notice can abrogate this partnership MOU should organizational commitments change. .

I have read and agree to comply with all policies and responsibilities outlined in the above Memorandum of Understanding. I understand that failure to comply may result in termination of this Cooking Matters at the Store program agreement. If I have any follow-up questions or comments, I can contact Diane Jennings 201-547-4578

CMATS CBO Primary Contact

Date

I value this partnership with the [INSERTCBO NAME] and agree to comply with all Cooking Matters at the Store program responsibilities outlined above. I understand that failure to comply may result in termination of [CBO]'s relationship with the Cooking Matters at the Store program.

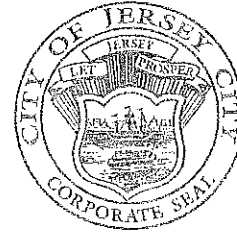
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-270

Agenda No. 10-P

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MERCHANDISE DRIVERS LOCAL 641, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFERUS, WAREHOUSEMEN AND HELPERS OF AMERICA

COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, as a result of the dissolution of the Jersey City Incinerator Authority, eligible members of Merchandise Drivers Local No. 641 as of April 1, 2016 are employed in the Division of Neighborhood Improvement and Sanitation; and

WHEREAS, a tentative agreement has been entered into after bargaining sessions by and between the City of Jersey City and Local No. 641 subject to ratification by the Municipal Council of the City of Jersey City; and

WHEREAS, it is the desire of the Municipal Council of the City of Jersey City to approve this attached Memorandum of Agreement covering the period of April 1, 2016 through December 31, 2018; and

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Memorandum of Agreement attached hereto, entered into by and between the City of Jersey City and Local 641 is hereby approved.

VS/dc
April 4, 2016

WITHDRAWN

APPROVED: _____

LEGAL FORM

APPROVED: _____
Business

Corporation Counsel

ed ☐

☐

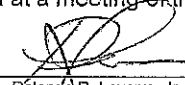
APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND MERCHANDISE DRIVERS LOCAL 641, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFERUS, WAREHOUSEMEN AND HELPERS OF AMERICA

Initiator

Department/Division	Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	4642	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorize Memorandum of Agreement with union representing former Jersey City Incinerator Authority members employed in Division of Neighborhood Improvement and Sanitation.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

MEMORANDUM OF AGREEMENT

Between

Merchandise Drivers Local No. 641, affiliated with the
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

and

The City of Jersey City

The parties hereby agree to the following terms and conditions of employment for a new collective negotiations agreement. This MOA is being entered into by the Merchandise Drivers Local No. 641 ("Union") and the City of Jersey City (the "City" and, collectively, the "Parties") as a result of the dissolution of the Jersey City Incinerator Authority.

This MOA is subject to ratification by the membership of the Union and final approval by the Municipal Council of the City of Jersey City. This MOA is subject to the laws and regulations of the State of New Jersey, including but not limited to the Employer-Employee Relations Act and regulations promulgated pursuant thereto and New Jersey Civil Service.

This MOA adopts the collective negotiations agreement between the Union and the Jersey City Incinerator Authority for the period of July 1, 2012 through December 31, 2016 ("Agreement"), subject to the amendments set forth herein. The provisions of the Agreement are changed only to the extent indicated herein and remain otherwise unchanged and in full force until changed. The amendments set forth in this MOA shall be effective as of April 1, 2016.

The City hereby recognizes the Union as the exclusive bargaining representative of all blue-collar employees as set forth in Article I and assigned to the Division of Neighborhood Improvement and Sanitation in the Department of Public Works of the Agreement and excluding those employees identified in Article I of the Agreement.

1. Duration

Article XXX (Duration) of the Agreement is hereby amended as follows. This MOA shall continue in full force and effect from April 1, 2016 through December 31, 2018. If the City and the Jersey City Public Employees, Inc., Local 245 enter into a new collective negotiations agreement whose term begins on or after January 1, 2015 and ends before December 31, 2018, the Parties may, but are not required to, commence negotiations for a new collective negotiations agreement prior to the expiration of this MOA.

2. Salaries

Article XI (Salaries) of the Agreement is hereby amended to provide that there will be no increases in salaries or wages for the duration of this MOA.

3. Vacations

The vacation time schedule set forth Article XIII (Vacations) of the Agreement shall remain the same for all current employees. Article XIII of the Agreement is hereby amended to provide that any new employee hired after April 1, 2016, will be entitled to vacation as set forth in Article 24 (Vacations) of the collective negotiations agreement between the City and the Jersey City Public Employees, Inc., Local 245 covering the period of July 1, 2011 through December 31, 2014 (the "DPW Contract"). Article XIII of the Agreement is further hereby amended to provide that there shall be no front paying of vacation time and that employees may only carry over to the next year one (1) year of vacation time plus any time earned in the current year.

4. Amount of Sick Leave

Article XIV (Sick Leave) of the Agreement is hereby amended to provide that, effective January 1, 2017, permanent employees will be provided with fifteen (15) days of sick leave in each calendar year and that the rate at which sick leave is accrued will be the same rate as set forth in Article 25 (Sick Leave) of the Local 245 Contract. All temporary employees shall be entitled to sick leave as set forth in Article 25 (Sick Leave) of the Local 245 Contract.

5. Life Insurance

Article XXI (Life Insurance) of the Agreement is hereby amended to provide that active employees will be provided with \$15,000 in life insurance benefits during their employment.

6. Funeral Leave

Article XVI (Funeral Leave) of the Agreement is hereby amended to provide that, in the event of a death in the immediate family, a full-time employee shall be granted up to four (4) calendar days of leave from the date of death with pay for funeral attendance and related purposes. "Immediate family" shall have the same meaning as set forth in Article 11 (Bereavement Leave) of the DPW Contract.

7. Pension

Article XVII (Retirement and Pension) of the Agreement is hereby amended to provide that all current employees shall remain participants in the Public Employees' Retirement System ("PERS"), except that any employees under the age of forty (40) who have no accrued service in PERS shall be eligible for participation in the Employees' Retirement System of Jersey City.

8. Sick Leave Accrual and Payouts

Article XIV (Sick Leave) of the Agreement is hereby amended to provide that all sick time accrued by employees as of the effective date of this MOA shall be carried over. Employees who have accumulated sick leave valued at fifteen thousand dollars (\$15,000) or more as of the effective date of this MOA may continue accruing sick time; however, in no event shall the City pay out more than fifteen thousand dollars (\$15,000) in accrued sick time to any employee, except that those employees who have accrued more than fifteen thousand (\$15,000) as of the date of this MOA may be paid out up to no more than the current value of their sick time. Employees who have accumulated sick leave valued at less than fifteen thousand dollars (\$15,000) as of the effective date of this MOA may continue accruing sick time up to a maximum amount of fifteen thousand dollars (\$15,000).

Article XVIII, Section 2, of the Agreement is hereby amended to provide that eligible employees upon retirement shall continue to receive eighty percent (80%) of pay for all accumulated sick leave with the current year of retirement paid on a prorated basis, but in no event shall the payment for accrued but unused sick leave exceed fifteen thousand dollars (\$15,000) except that those employees who have accrued more than fifteen thousand (\$15,000) as of the date of this MOA may be paid out up to no more than the current value of their sick time.

9. Health Insurance Benefits

Article XIX (Health Benefits), Article XX (Prescription Plan and Eye Glass Plan) and Article XXII (Dental Plan) of the Agreement is hereby amended to provide that health insurance benefits provided to employees shall be identical to those provided to Local 245 employees of the City.

10. Longevity

Article XXIV (Longevity) of the Agreement is hereby eliminated in its entirety. Employees shall no longer receive longevity pay as of the effective date of this MOA.

11. Personal Days

Article XXVII, Section 3, of the Agreement is hereby amended to provide that employees shall not be paid for accrued but unused personal days. Accrued but unused personal days may be carried over to the next year.

12. Seniority

Article XXV (Seniority) of the Agreement is hereby amended to provide employees shall be listed in the same order as they were on the effective date of this MOA as to each other. Although for all other purposes they shall be amended to reflect the date each employee was hired by the City.

13. Severance


Article XVIII, Section 2, of the Agreement is hereby further amended to provide that severance payments made at retirement shall be limited to the amount accrued as of September 3, 2015 and no additional amounts shall accrue.

14. References

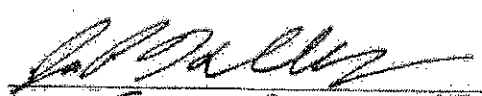
Any and all references in the Agreement to the Jersey City Incinerator Authority and the Authority shall be replaced by the City of Jersey City. Any and all references in the Agreement to the Chief Executive Officer and the Board of Commissioners shall be replaced by the Business Administrator of the City of Jersey City.

This Memorandum of Agreement constitutes the complete agreement of the Parties with respect to changes in the collective negotiations agreement reached between the Merchandise Drivers Local No. 641 and the Jersey City Incinerator Authority and adopted by the Parties as set forth herein.

For the City of Jersey City:


Name: Robert J. Kakoleski
Title: Business Administrator
Date: April 1, 2016

For Merchandise Drivers Local No. 641


Name: James P. Kilian
Title: Recording Secretary
Date: 04-01-2016

Subject to approval by Municipal Council

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.271

Agenda No. 10.0

Approved: APR 27 2016



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT MANAGEMENT CORPORATION ALLOWING FOR THE USE OF A PORTION OF BLOCK 2901, LOT 32**

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City (the "City") owns property located at Block 2901, Lot 32, more commonly known as the parking area at 352 Central Avenue, Jersey City; and

WHEREAS, the Central Avenue Special Improvement District Management Corporation desires to use the property to host the Central Avenue Auto & Music Show on Saturday, May 21, 2016; and

WHEREAS, the Central Avenue Auto & Music Show will further the goal of bringing commerce and tourism into the Jersey City Heights; and

WHEREAS, the Central Avenue Special Improvement District Management Corporation shall obtain insurance that is satisfactory to the City's Risk Manager for the event; and

WHEREAS, the Central Avenue Special Improvement District Management Corporation shall indemnify the City against any causes of action that may occur as a result of accidents or activities during the event;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to a License Agreement with the Central Avenue Special Improvement District Management Corporation.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.

JMcK
4/19/2016

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Morahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT MANAGEMENT CORPORATION ALLOWING FOR THE USE OF A PORTION OF BLOCK 2901, LOT 32

Project Manager

Department/Division	Cultural Affairs		
Name/Title	Elizabeth Cain	Director	
Phone/email	(201) 547-4303	ECain@jenj.org	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This resolution will authorize the execution of a License Agreement with the Central Avenue Special Improvement District Management Corporation to use the property at Block 2901, Lot 32, more commonly known as the parking area at 352 Central Avenue, in the City of Jersey City to host the Central Avenue Auto & Music Show on Saturday, May 21, 2016

Cost (Identify all sources and amounts)

--

Contract term (include all proposed renewals)

--

Type of award License Agreement**If "Other Exception", enter type**

--

Additional Information

--

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/20/16
Date

LICENSE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2016 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and the Central Avenue Special Improvement District Management Corporation (hereinafter referred to as "Licensee"), whose address is 366 Central Avenue, Suite 201, Jersey City, NJ.

By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is located at block 2901, lot 32, more commonly known as the parking area at 352 Central Avenue, Jersey City (hereinafter referred to as the "premises"). Licensee intends to use the premises for the purposes of the "Central Avenue Auto & Music Show" scheduled for Saturday, May 21, 2016. Licensee is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for a period of 1 day effective on May 21, 2016 after this Agreement is executed by City officials.

2. The Licensee shall be permitted to use the premises for the following activities:

(a) entering on the premises and using it for the purposes of the "Central Avenue Auto & Music Show".

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of City Officials.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and

against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable

federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the use of the Premises on May 21, 2016. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Ann Marie Miller, Manager
Office of Real Estate
City Hall
280 Grove Street
Jersey City, N.J. 07302
Telephone No. (201) 547-5234

Licensee: David Diaz
Central Avenue Special Improvement District Management
366 Central Ave, Suite 201
Jersey City, NJ 07307
Telephone No. (201) 656-1366

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be

considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate on May 22, 2016.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this _____ day of _____, 2016.

CITY OF JERSEY CITY

(Licensee)

By: _____

By: _____

Robert Kakoleski
Business Administrator

Attest: _____

Attest: _____

Robert Byrne
City Clerk

JMcK
4-20-2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-272

Agenda No. 10-R

Approved: APR 27 2016

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD COAST CONTRACTORS, LLC FOR PERFORMING STREET PAVING AND STRIPING WORK FOR THE CITY OF JERSEY CITY

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the Jersey City Planning Board required Senate Place Urban Renewal, LLC, the developer of a property located at 25 Senate Place, Jersey City, to pave and stripe a portion the public right-of-way at Senate Place near Van Winkle Avenue; and

WHEREAS, Senate Place Urban Renewal, LLC hired Gold Coast Contractors, LLC ("Gold Coast") to perform the work that the Jersey City Planning Board directed it to do; and

WHEREAS, a portion of Senate Place adjacent to the area of Senate Place where Gold Coast was working also needed to be paved and striped; and

WHEREAS, Gold Coast offered in August 2015 to perform the paving and striping work for the City of Jersey City ("City") for the sum of \$27,808.99; and

WHEREAS, the City's Division of Engineering determined that this was a reasonable price for the work and directed Gold Coast to proceed with the work; and

WHEREAS, Gold Coast has requested that the City pay it the sum of \$27,808.99; and

WHEREAS, the Director of Engineering has reviewed Gold Coast's request for payment and has certified that Gold Coast performed the paving and striping work requested by the Division of Engineering in August 2015 and has certified that Gold Coast's bill for performing the work is fair and reasonable; and

WHEREAS, Gold Coast performed the work in good faith and is entitled to receive payment for the value of its work; and

WHEREAS, the sum of \$27,808.99 is available in Account No: 04-215-55-842-990.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) the Purchasing Agent is hereby authorized to pay Gold Coast the sum of \$27,808.99 for performing the paving and striping work at Senate Place; and
- 2) the approval of this payment is subject to the execution of a release by Gold Coast releasing the City from any liability in connection with claims that it may have against the City for performing the work; and

City Clerk File No. Res. 16.272Agenda No. 10. R

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY
GOLD COAST CONTRACTORS, LLC FOR PERFORMING STREET PAVING
AND STRIPING WORK FOR THE CITY OF JERSEY CITY**

- 3) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

I, _____, Donna Mauer, hereby certify that funds in the amount of \$27,808.99 are available in Account No: 04-215-55-842-990 for payment of this resolution. *DONE BY N.C. VOUCHER NO CFO SIGNATURE REQUIRED*

Approved: _____

Jose R. Cunha
Jose R. Cunha, P.E., C.M.E.
Director of Engineering

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED *9-0*

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <i>4.27.16</i>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY GOLD COAST CONTRACTORS, LLC FOR PERFORMING STREET PAVING AND STRIPING WORK FOR THE CITY OF JERSEY CITY

Initiator

Department/Division	ADMINISTRATION	ENGINEERING, TRAFFIC & TRANSPORTATION
Name/Title	Jose R. Cunha, P.E., C.M.E.,	Director of Engineering
Phone/email	201-547-4411	jcunha@jcnj.org

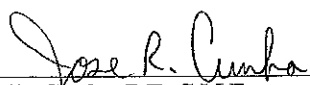
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Settlement and authorization of payment to Gold Coast for paving and striping work performed in August 2015 on Senate Place on behalf of the City of Jersey City.

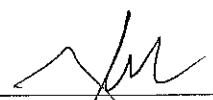
Payment will be paid on City's NC Voucher in the sum of \$27,808.99
Funds available in Engineering Capital Account No: 04-215-55-842-990

I certify that all the facts presented herein are accurate.



Jose R. Cunha, P.E., C.M.E.,
Director of Engineering

4/14/16
Date



Robert J. Kakoleski,
Business Administrator
Department Director

4/20/16
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 8, 2016
TO : Rolando L. Lavarro Jr., Council President and Council Members
CC : Robert Kakoleski, Business Administrator
Donna Mauer, Chief Financial Officer
FROM : Jose R. Cunha, Municipal Engineer
SUBJECT : Settlement of Claim – Gold Coast Contractors, LLC.

Attached for your consideration is the Resolution of claim to pay Gold Coast Contractors, LLC, for milling, paving and striping a portion of the City's right-of-way.

In August 2015, the Jersey City Planning Board required Senate Place Urban Renewal, LLC, the developer of the property at 25 Senate Place, to pave and stripe a portion of the public right-of-way located at 25 Senate Place. At this time the developer hired Gold Coast Contractors, LLC to perform the work as directed. A small portion adjacent to the developer's site also needed to be paved and striped.


The contractor, Gold Coast and Division of Engineering agreed to a fair and reasonable sum of \$27,808.99 for the City's share to complete the work in the public right-of-way. Accordingly, the Division of Engineering certified that the work was satisfactorily performed and is entitled to receive payment for the value of its work completed.

The following source of funding is available for this claim:

Engineering Capital Account No: 04-215-55-842-990 \$27,808.99

If you have any questions, please feel free to contact the Division of Engineering.

Regards,


Jose R. Cunha, P.E., C.M.E.,
Municipal Engineer

Gold Coast Contractors, LLC
PO Box 1509
Hoboken NJ 07030

11/9/15

Stanley Huang
Department of Public Works
Municipal Services Complex
13-15 Linden Ave East, Suite 200
Jersey City, NJ 07305

RE: INVOICE FOR PAYMENT FOR STREET PAVING AT 25 SENATE PLACE PROJECT

Mr. Huang,

As per our agreement made during a conference call on 8/19/15, please consider this as an invoice for the stripping, milling, and paving of Senate Place and Van Winkle Ave.

The City of Jersey City agreed to contribute \$32,000.00 for the work. The work has been performed and the striping and marking has been completed by the city. Please see the attached spreadsheet, showing the initial \$36,000.00 estimate and the revised \$28,000.00 counteroffer. As you recall, we agreed to split the difference.

If you have any questions please feel free to reach out to me.

Regards,

Art Johnson
Owner, Gold Coast Contractors, LLC

Resurfacing of Senate Pl. & Van Winkle Ave.

Cost calculation By Developer

Accordingly City's contribution	\$36,000
Balance by Developer	\$24,000

Description	Qty	Rate	Amount	Jersey City	Developer
HMA Milling, 3" or less (SY)	2544	\$ 10.80	\$ 27,475.20	1494	1050
HMA 12.5H64 Surface Course (TN)	331.25	\$ 81.00	\$ 26,892.00	195	137
Cast Iron Curb Piece, Type N, 6" High	1	\$ 250.00	\$ 250.00	1	
Bicycle Safe Grate, 21 3/4" x 47 3/4"	1	\$ 800.00	\$ 800.00	1	
Reset Existing Castings	1	\$ 125.00	\$ 125.00	0.5	0.5
Concrete Sidewalk, 4" thick (SY)	11	\$ 130.00	\$ 1,430.00	11	
Cast In Place Detectable Warning Surface	1	\$ 250.00	\$ 250.00	1	
9" x 20" Concrete Vertical Curb	25	\$ 25.00	\$ 625.00	25	
Roadway Striping	1	\$ 1,800.00	\$ 1,800.00	0.5	0.5
			Total cost	\$ 59,647.20	

Cost calculation By Jersey City

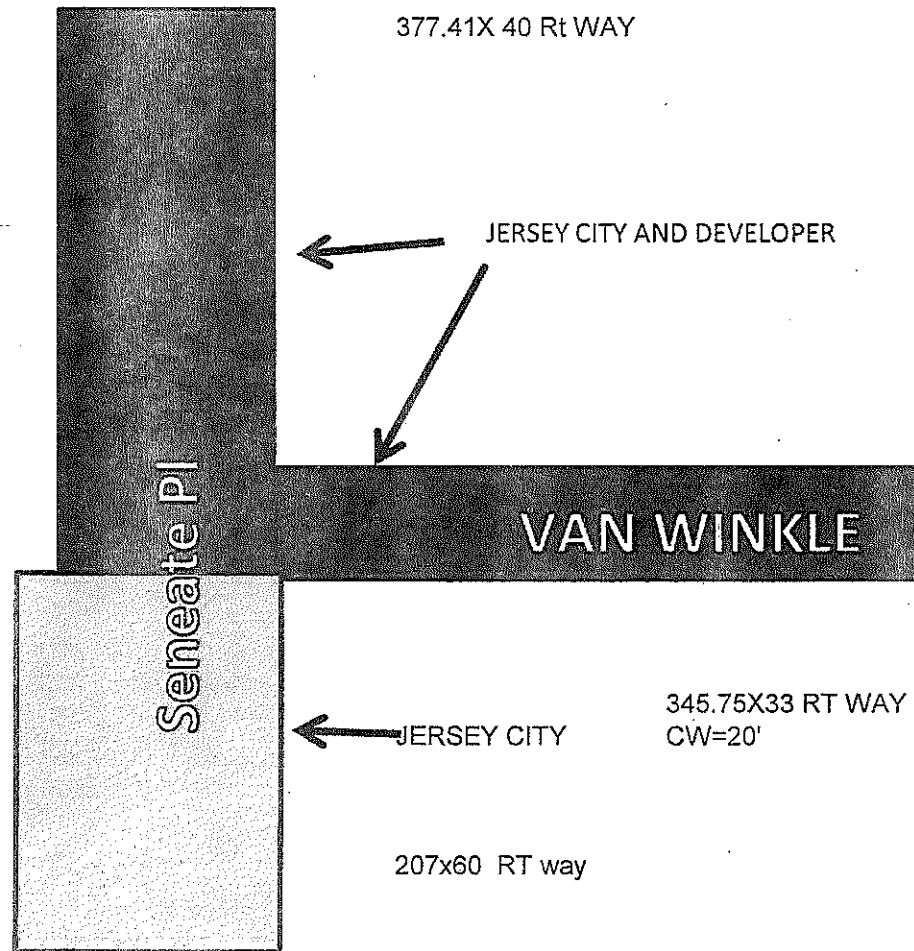
Accordingly City's contribution	\$28,000
Balance by Developer	\$18,000

Description	Qty	Rate	Amount	Jersey City	Developer
HMA Milling, 3" or less (SY)	2544	\$ 6.28	\$ 15,976.32	1494	1050
HMA 12.5H64 Surface Course (TN)	331.25	\$ 81.00	\$ 26,892.00	195	137
Cast Iron Curb Piece, Type N, 6" High	1	\$ 250.00	\$ 250.00	1	
Bicycle Safe Grate, 21 3/4" x 47 3/4"	1	\$ 800.00	\$ 800.00	1	
Reset Existing Castings	1	\$ 125.00	\$ 125.00	0.5	0.5
Concrete Sidewalk, 4" thick (SY)	11	\$ 130.00	\$ 1,430.00	11	
Cast In Place Detectable Warning Surface	1	\$ 250.00	\$ 250.00	1	
9" x 20" Concrete Vertical Curb	25	\$ 25.00	\$ 625.00	25	
			Total cost	\$ 46,348.32	

NOTE:

Deleted Roadway Striping City will complete this work immediately after paving

Adjusted milling price. Our Average milling Bid price is \$3.92 per SQ.YARD, then add for mobilization of milling machine cost @ \$6,000.00. We are requesting milling price to \$6.28 per SQ.YD



Newark Ave

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16.273

Agenda No. _____ 10-S

Approved: _____ APR 27 2016

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT WITH PASSAIC COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE PASSAIC COUNTY POLICE ACADEMY

COUNCIL AS A WHOLE offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) hired new Police Recruits on February 04, 2016 to begin in-service training, and

WHEREAS, academy training began on February 04, 2016, and

WHEREAS, it is necessary for the new Police Recruits to attend a training academy certified by the State of New Jersey, and

WHEREAS, the Passaic County Police Academy located at 214 Oldham Road, Wayne, NJ 07470 has the facilities to satisfy this training need; and

WHEREAS, the County reserved 25 slots to permit the new Jersey City Police Recruits to attend its academy; and

WHEREAS, the cost of training is eight hundred ninety-five dollars (\$890.00) per Police Recruit, and

WHEREAS, the number of police recruits shall not exceed a maximum of twenty-two (25) for a total amount of twenty two thousand two hundred fifty (\$22,250.00) dollars, and

WHEREAS, the training commenced on February 04, 2016 and continues until July 08, 2016, and

WHEREAS, the N.J.S.A. 40A:11-5(2) authorizes agreements between government agencies without public advertising; and

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH PASSAIC
COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND
THE PASSAIC COUNTY POLICE ACADEMY**

WHEREAS, funds in the amount of \$10,000.00 are available in 2016 fiscal year temporary budget

Department of Public Safety/Division of Police

Acct. No.	P.O. #	Amount
		Temp. Encumbrance \$10,000.00
01-201-25-240-307	120837	Total Contract \$22,250.00

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. The Mayor and/or Business Administrator be authorized to execute the attached letter permitting 25 Jersey City Police Recruits to attend the Passaic County Police Academy from February 04, 2016 to July 08, 2016.
3. The Purchasing Agent is authorized to take such other actions necessary and appropriate to accomplish the purposes of this resolution.
4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget;

I, Donna Mauer (Donna Mauer), Chief Financial Officer certify that there are sufficient funds available for payment of this resolution in Account No. 01-201-25-240-307.

APPROVED: Jeremy Pals
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH UNION COUNTY TO PERMIT JERSEY CITY POLICE RECRUITS TO ATTEND THE UNION COUNTY PASSAIC COUNTY POLICE ACADEMY

Initiator

Department/Division	PUBLIC SAFETY	POLICE
Name/Title	SGT. MORGAN TORRES	TRAINING COMMANDER
Phone/email	201-547-6535	MTORRES@NJJCPS.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

HIRING AND TRAINING OF 25 POLICE RECRUITS

I certify that all the facts presented herein are accurate.

Jerome Cala
Signature of Department Director

2/16/16
Date



County of Passaic

Department of Public Safety



Police Academy

214 Oldham Road
Wayne, New Jersey 07470-2205
Tel: 973-595-6411
Fax: 973-595-6874

Weights & Measures

Consumer Protection
1310 Route 23 North
Wayne, New Jersey 07470-2205
Tel: 973-305-5881
Fax: 973-628-1796

Emergency Management

300 Oldham Road
Wayne, New Jersey 07470-2205
Tel: 973-904-3621
Fax: 973-904-3843

Robert A. Lyons, Director/OEM Coordinator

Tawana,

The following is the breakdown of the cost for the new Passaic County Police Academy recruits hired on February 1, 2016. There are currently twenty-four recruits in the Academy at this time.

Tuition \$750.00

Processing Fee: \$100.00

Drug Testing: \$ 45.00

Total: \$895.00 per recruit

If you have any questions or require any further information contact me at your convenience.

Respectfully,

Chief Martin H. Boyd, Ret.
Passaic County Police Academy

Accepted

Robert Kakoleski
Business Administration



JERSEY CITY POLICE DEPARTMENT TRAINING UNIT

**73-85 Bishop St. Room 121
Jersey City, NJ 07304**

Office: 201-631-3323

Fax: 201-333-5323

February 16, 2016

Tawana,

The following is the cost breakdown for the new Passaic recruits hired on February 1, 2016. There are currently twenty-four recruits in the academy at this time.

Tuition per recruit:	\$750.00
Processing fee per recruit:	\$100.00
Drug Testing:	\$45.00
Total:	\$895.00 per recruit

If you have any questions or require further information contact me at your convenience.

**Respectfully,
Sgt. Morgan Torres
Training Unit Commander**

CITY OF JERSEY CITY

Requisition #

0173467

Assigned PO #

Requisition

Vendor
PASSAIC COUNTY POLICE ACADEMY
214 OLDHAM ROAD
WAYNE NJ 07470

Dept. Bill To
POLICE DEPARTMENT
1 JOURNAL SQ PLAZA
4TH FLOOR
JERSEY CITY NJ 07306

Dept. Ship To

PA426320

Contact Info
SGT.MORGAN TORRES
2016313323

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	RECRUITS PAYMENT	0120125240307	10,000.00	10,000.00

IN PAYMENT FOR THE TRAINING OF JERSEY
CITY POLICE DEPARTMENT RECRUITS THAT
IS STARTING ON FEBUARY 4, 2016

TEMPORARY ENCUMBRANCE: \$10,000.00
TOTAL CONTRACT: \$22,500.00

Requisition Total 10,000.00

Req. Date: 02/10/2016

Requested By: FMCPHERSON

Buyer Id:

Approved By:

For Director James Shea

This Is Not A Purchase Order

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-274

Agenda No. 10.T

Approved: APR 27 2016

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT
WITH SUNGARD PUBLIC SECTOR, INC. FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE/SOFTWARE**



COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for support/disaster recovery services for the City of Jersey City's (City) proprietary personnel/payroll computer software systems for the 2016 Calendar Fiscal Year; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has agreed to provide the following data processing services to the City beginning January 1, 2016 and ending December 31, 2016; and

WHEREAS, the anticipated funding required for this contract is Twenty Four Hundred Eighty Eight Dollars and Eighty Seven Cents (\$2,488.87) per month, Twenty Nine Thousand Eight Hundred Sixty Six Dollars and Forty Four Cents (\$29,866.44) per year of which Ten Thousand (\$10,000.00) will be encumbered from the temporary budget; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds are available in the amount of \$10,000.00 in Acct. No. 1-201-20-140-314; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has completed and submitted a Business Entity Disclosure Certification which certifies that **SUNGARD PUBLIC SECTOR, INC.** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **SUNGARD PUBLIC SECTOR, INC.** from making any reportable contributions during the term of the contract; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, **SUNGARD PUBLIC SECTOR, INC.** has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's Data Processing Coordinator, has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT
WITH SUNGARD PUBLIC SECTOR, INC. FOR THE SUPPORT
OF PROPRIETARY COMPUTER SOFTWARE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **SUNGARD PUBLIC SECTOR, INC.** be accepted and that a contract be awarded to said company in the amount of **\$29,866.44**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed.

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2016.

BE IT FURTHER RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et seq.

BE IT FURTHER RESOLVED, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED, that pursuant to N.J.A.C. 5:30-5.5(a) the continuation of this contract after the expenditure of funds encumbered in the 2016 Fiscal Year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 Fiscal Year permanent budget

BE IT FURTHER RESOLVED, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0173702

Purchase Order No. 120242

EEO/AA Review _____

APPROVED: [Signature]

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando Lavarro, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING AN AGREEMENT WITH SUNGARD PUBLIC SECTOR, INC.
FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE/SOFTWARE**

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	DP Coordinator
Phone/email	201-547-4274	bobm@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Contract for a backup processing site for the City's personnel/payroll computer software application. In the event a disaster disables the City's data center, the City would still be able to run its payroll via computers located at Sungard Public Sector's facility in Florida.

Cost (Identify all sources and amounts)

Operating budget, \$2,488.87 per month,
\$29,866.44 per year, \$10,000 initial
encumbrance

Contract term (include all proposed renewals)

One year

Type of award Support of proprietary software

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

7-29-16
Date

Signature of Purchasing Director

Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
120242

REQUISITION # 0173702
BUYER P2PRESO

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE	VENDOR NO
03/01/2016	SU537471

VENDOR INFORMATION

SUNGARD PUBLIC SECTOR
1000 BUSINESS CENTER DRIVE

LAKE MARY FL 32746

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	DR SERVICES SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE PERSONNEL/PAYROLL SYSTEM RECOVERY SERVICES FOR CITY PERSONNEL/PAYROLL SOFTWARE SYSTEM TERM : 1-1-16 TO 12-31-16 MONTHLY : \$2,488.87 YEARLY : \$29,866.44 INITIAL ENCUMBRANCE : \$10,000 REIMBURSE VIA PARTIAL PAYMENTS CUST GROUP # 1672LG P2PRESO #: _____ DD: _____	01-201-20-140-314	10,000.0000	10,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 10,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Assigned PO #

120242

Requisition #

0173702

Requisition**Vendor**
SUNGARD PUBLIC SECTOR
1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746**Dept. Bill To**
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL**Dept. Ship To**
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

JERSEY CITY

SU537471

Contact Info
robert magro
015474274.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	DR SERVICES	0120120140314025	10,000.00	10,000.00
		SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE PERSONNEL/PAYROLL SYSTEM RECOVERY SERVICES FOR CITY PERSONNEL/PAYROLL SOFTWARE SYSTEM TERM : 1-1-16 TO 12-31-16 MONTHLY : \$2,488.87 YEARLY : \$29,866.44 INITIAL ENCUMBRANCE : \$10,000 REIMBURSE VIA PARTIAL PAYMENTS			
		CUST GROUP # 1672LG			

P2PRESO #: _____ DD: _____



Requisition Total 10,000.00

Req. Date: 02/29/2016

Requested By: BOBM

Approved By: _____

Buyer Id:

This Is Not A Purchase Order



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SUNGARD PUBLIC SECTOR INC.

Trade Name:

Address: 1000 BUSINESS CTR DR
LAKE MARY, FL 32746-5585

Certificate Number: 0884838

Effective Date: August 23, 1993

Date of Issuance: March 01, 2016

For Office Use Only:

20160301145924746

Requisition #
0173702

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
SUNGARD PUBLIC SECTOR
1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746

Dept. Bill To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

Dept. Ship To
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

SU537471

Contact Info
robert magro
2015474274

Quantity	UOM	Description	Account	Unit Price	Total
1.00	NA	DR SERVICES	01-201-20-140-314	10,000.00	10,000.00
SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE PERSONNEL/PAYROLL SYSTEM RECOVERY SERVICES FOR CITY PERSONNEL/PAYROLL SOFTWARE SYSTEM TERM : 1-1-16 TO 12-31-16 MONTHLY : \$2,488.87 YEARLY : \$29,866.44 INITIAL ENCUMBRANCE : \$10,000 REIMBURSE VIA PARTIAL PAYMENTS					

Requisition Total 10,000.00

Req. Date: 02/29/2016

Requested By: BOBM

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

SUNGARD[®] PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	115028	01/Feb/2016	1 of 1

Bill To: City of Jersey City
1 Journal Square Plaza
JERSEY CITY, NJ 07306
United States
Attn: Tolonda Ross 201-547-5026

Ship To: City of Jersey City
1 Journal Square Plaza
JERSEY CITY, NJ 07306
United States
Attn: Tolonda Ross 201-547-5026

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1672LG	City of Jersey City		USD	NET30	02/Mar/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
Contract No. 100808				
1	System Recovery Premium Services Maintenance Start: 01/Mar/2016, End: 31/Mar/2016	1.00	2,488.87	2,488.87
			Page Total	2,488.87

RCVD BY JCIT FEB23'16

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	2,488.87
Sales Tax	0.00
Invoice Total	2,488.87
Payment Received	0.00
Balance Due	2,488.87

Patrice Lambert

From: Bob Magro
Sent: Tuesday, March 01, 2016 2:45 PM
To: Patrice Lambert
Subject: RE: Backup for Req. 0173702

Nope

From: Patrice Lambert
Sent: Tuesday, March 01, 2016 2:41 PM
To: Bob Magro
Subject: RE: Backup for Req. 0173702

Hi Bob,
Did you obtain the P2P documents from vendor?

Thanks

Patrice Lambert, Principal Buyer
City of Jersey City
Division of Purchasing
394 Central Avenue
Jersey City, NJ 07307
T: (201) 547-4694
F: (201) 547-6585
E: Lambertp@jcnj.org
www.cityofjerseycity.com

-----Original Message-----

From: Bob Magro
Sent: Monday, February 29, 2016 12:23 PM
To: Patrice Lambert; Patricia Vega; Dwight Hardie
Cc: Linda Garbo; Tolonda Griffin-Ross; Margaret Peselli
Subject: Backup for Req. 0173702

See attached. Resolution sent via interoffice. Waiting on P2P documents.

Robert Magro

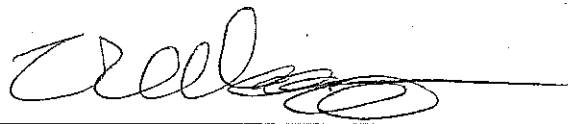
City of Jersey City
1 Journal Square Plaza
3rd Floor, IT Division
Jersey City, NJ 07306
201-547-4274
201-369-7213 (fax)
201-547-4507 (fax)
bobm@jcnj.org<<mailto:bobm@jcnj.org>>

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Data Processing Coordinator of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires support/disaster recovery services for proprietary Payroll/Personnel computer application software.
3. The City has determined that a contract for maintenance of these proprietary software products should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. **SUNGARD PUBLIC SECTOR** can provide the services for the proprietary software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of **\$2,488.87 PER MONTH, \$29,866.44 PER YEAR**
5. The Division of Information Technology's recommendation is to award the contract to **SUNGARD PUBLIC SECTOR**.
6. The term of the contract is one year effective as of January 1, 2016.
7. The estimated amount of the contract exceeds \$17,500.00 (\$29,866.44).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 2-29-16



Robert Magro, DP Coordinator
Division of Information Technology

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing .

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2) :

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Lisa Neumann, Controller

Representative's Signature: *Lisa Neumann*

Name of Company: SunGard Public Sector Inc

Tel. No.: 800-727-8088 Date: 4-18-2016

**AMERICANS WITH DISABILITIES ACT OF 1990**

**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: SunGard Public Sector Inc

Address: 1000 Business Center Drive, Lake Mary, FL 32746

Telephone No.: 800-727-8088

Contact Name: Hickman, Linda

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certificate attached at the end

Form AA302  
Rev. 1/80

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                            |                                                                                                                                                                                                          |                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1. FID, NO. OR SOCIAL SECURITY                                                                                                             | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY |
| 4. COMPANY NAME                                                                                                                            |                                                                                                                                                                                                          |                                              |
| 5. STREET                                                                                                                                  | CITY                                                                                                                                                                                                     | COUNTY STATE ZIP CODE                        |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE                                                         |                                                                                                                                                                                                          |                                              |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                          |                                              |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ                                                               |                                                                                                                                                                                                          |                                              |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT                                                          |                                                                                                                                                                                                          |                                              |
| 10. PUBLIC AGENCY AWARDED CONTRACT CITY COUNTY STATE ZIP CODE                                                                              |                                                                                                                                                                                                          |                                              |
| Official Use Only                                                                                                                          | DATE RECEIVED                                                                                                                                                                                            | INAKI DATE ASSIGNED CERTIFICATION NUMBER     |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                       | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/WHEN MINORITY EMPLOYEE BREAKDOWN |          |        |       |            |        |          |        |       |            |
|------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|-----------------------------------------------------|----------|--------|-------|------------|--------|----------|--------|-------|------------|
|                                                      | COL. 1<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | MALE                                                |          |        |       |            | FEMALE |          |        |       |            |
|                                                      |                                                                                           |                |                  | BLACK                                               | HISPANIC | INDIAN | ASIAN | NON<br>MDL | BLACK  | HISPANIC | INDIAN | ASIAN | NON<br>MDL |
| Officials/Managers                                   |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Professionals                                        |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Technicians                                          |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Sales Workers                                        |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Office & Clerical                                    |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Craftworkers<br>(Skilled)                            |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Operatives<br>(Semi-skilled)                         |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Laborers<br>(Unskilled)                              |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Service Workers                                      |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| TOTAL                                                |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Total employment<br>From previous<br>Report (if any) |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
| Temporary & Part-<br>Time Employees                  | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                     |          |        |       |            |        |          |        |       |            |
|                                                      |                                                                                           |                |                  |                                                     |          |        |       |            |        |          |        |       |            |

|                                                                                                                                                                                                                  |                                                                                                                                |                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED<br>From To                                                                                                                                                                      |                                                                                                                                |                                                       |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                    |           |        |                                                 |
|----------------------------------------------------|-----------|--------|-------------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE  | DATE<br>MO. DAY YEAR                            |
| 17. ADDRESS NO. & STREET                           | CITY      | COUNTY | STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION) |

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE BP;  
PINK - PUBLIC AGENCY; GOLD - VENDOR

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that SunGard Public Sector Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract SunGard Public Sector Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: SunGard Public Sector Inc

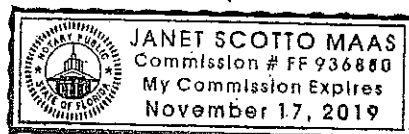
Signed Lisa Neumann Title: Controller

Print Name: Lisa Neumann Date: 4-18-2016

Subscribed and sworn before me  
this 18<sup>th</sup> day of April, 2016.

My Commission expires:

Janet Scotto Maas  
(Affiant)  
Janet Scotto Maas  
(Print name & title of affiant) (Corporate Seal)



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfnmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

|              |                           |        |               |
|--------------|---------------------------|--------|---------------|
| Vendor Name: | SunGard Public Sector Inc |        |               |
| Address:     | 1000 Business Center Dr   |        |               |
| City:        | Lake Mary                 | State: | FL Zip: 32746 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Deser Deumark  
Signature

Lisa Neumann  
Printed Name

Controller  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

[illegible]☐ Check here if the information is continued on subsequent page(s)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY****Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemraj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavaro for Council                    | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation  
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| None                         |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Sungard Public Sector Inc

Signed: Lisa Neumann Title: Controller

Print Name: Lisa Neumann Date: 4-18-2016

Subscribed and sworn before me this 18<sup>th</sup> day of

April, 2016

My Commission expires:



JANET SCOTTO MAAS  
Commission # FF 936880  
My Commission Expires  
November 17, 2019

Janet Scotto Maas  
(Affiant)  
Janet Scotto Maas  
(Print name & title of affiant) (Corporate Seal)

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS**

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

*Attached* (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Sun Gard Public Sector Inc.

SIGNATURE: Lisa Neuermann DATE: 4-18-2016

PRINT NAME: Lisa Neuermann TITLE: Controller

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

## INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

### IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in Item 7, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

Racial/Ethnic Groups will be defined:

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 14 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209

Trenton, New Jersey 08625-0209

Telephone No. (609) 292-5475

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the information furnished by the employee in the Employee Information Report furnished to H.S.A.C. is true and correct, and that the employee is not under any legal disability to execute the report. This statement is signed in effect for the period of \_\_\_\_\_

**VOID**



State Treasurer

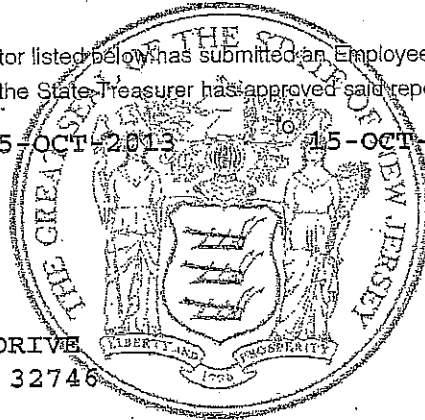
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT


### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2013 to 15-OCT-2016

SUNGARD PUBLIC SECTOR  
1000 BUSINESS CENTER DRIVE  
LAKE MARY FL 32746



  
Andrew P. Sidamon-Eristoff  
State Treasurer



## State of New Jersey

CHRIS CHRISTIE  
*Governor*  
KIM GUADAGNO  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 206  
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF  
*State Treasurer*

### ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

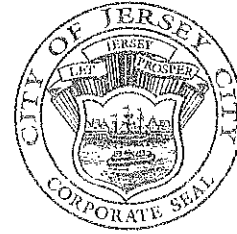
Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 16.275  
Agenda No. 10.U  
Approved: APR 27 2016  
TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SWIFT REACH NETWORKS, INC. FOR A MASS NOTIFICATION SYSTEM

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City ("City") currently utilizes the services of Swift Reach Networks, Inc. to provide services related to the Mass Alert notification system; and

**WHEREAS**, this Mass Alert notification system is used during emergencies including but not limited to severe weather, floods, fires, chemical spills, and natural or manmade disasters to deliver emergency messages to the residents of Jersey City; and

**WHEREAS**, the City Council approved resolution 14.736 on November 12, 2014 awarding a contract to Swift Reach Networks, Inc. for the period of one year with an option to renew for two additional one year terms; and

**WHEREAS**, the City wishes to exercise its option to renew a contract with Swift Reach Networks, Inc. for a one (1) year period; and

**WHEREAS**, the total cost of this one (1) year contract is \$59,500.00; and

**WHEREAS**, funding for this contract \$59,500.00 per year will be thru the Urban Area Security initiative (UASI) FFY-15; and

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that a contract to provide a mass notification system is awarded to Swift Reach Networks, Inc. for the period of one (1) year effective as of December 1, 2015; and

**BE IT FURTHER RESOLVED** that the total cost of this contract shall not exceed \$59,500.00

I, Donna Mauer (Donna Mauer), Chief financial Officer, certify there are sufficient funds (\$59,500.00) available for the payment of the above resolution in Account No. 02-213-40-572-314

PO NUMBER 119870

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMAN      | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SWIFT REACH NETWORKS, INC. FOR A MASS NOTIFICATION SYSTEM**

**Project Manager**

|                     |                |                       |
|---------------------|----------------|-----------------------|
| Department/Division | Public Safety  | OEM/homeland Security |
| Name/Title          | W. Greg Kierce | Director              |
| Phone/email         | 201 547-5681   | wkierce@njcps.org     |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this Resolution is for authorization to award a contract to Swift Reach Networks to provide a City-wide Emergency Notification System.

**Cost (Identify all sources and amounts)**

Urban Area Security Initiative (UASI) Grant  
Program FFY-15 \$59,500

**Contract term (include all proposed renewals)**

Contract award period is one year

Type of award UASI FFY-15 Grant program

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

1/29/15  
Date

\_\_\_\_\_  
Signature of Purchasing Director

\_\_\_\_\_  
Date



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
◀NAME OF CONTRACTING AGENCY▶

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

c. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ... the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): JEFF ALWARD

Representative's Signature: 

Name of Company: SWIFTREACH NETWORKS

Tel. No.: 201 236 8635 Date: 1/29/16

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: SWIFTRREACH NETWORKS, INC.

14 INDUSTRIAL AVE, SUITE 4

Address: MAHWAH, NJ 07430

Telephone No.: \_\_\_\_\_

Contact Name: JEFF ALWARD

Please check applicable category:

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

## **PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that SWIFTRTEACH NETWORKS (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract SWIFTRTEACH NETWORKS (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: SWIFTREACH NETWORKS

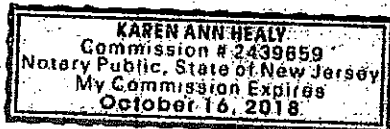
Signed: [Signature] Title: PRES

Print Name: JEFF ALWARD Date: 1-29-10

Subscribed and sworn before me  
this 29 day of Jan, 2016.

**My Commission expires:**

(Affiant)  
Jeff Alward Pres  
(Print name & title of affiant) (Corporate Seal)



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

**SWIFTREACH NETWORKS, INC.**

**14 INDUSTRIAL AVE, SUITE 4**

MAHWAH, NJ 07430

**Vendor Name:**

**Address:** \_\_\_\_\_

City: \_\_\_\_\_

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

  
Signature

JEFF ALWARD  
Printed Name

PRES.  
Title

## Part II – Contribution Disclosure

**Disclosure requirement:** Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-PAID AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the entity has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidate committee, or political party committee representing the elected officials of the entity of elected official as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                               |                                             |
|-----------------------------------------------|---------------------------------------------|
| <u>Election Fund for Steven Solari (2015)</u> | <u>Councilperson Frank Gajewski</u>         |
| <u>Tenna Puhyp</u>                            | <u>Councilperson Thomas "Chino" Rosendo</u> |
| <u>Team Falop Ruffolo</u>                     | <u>Councilperson Richard Rognone</u>        |
| <u>Levero for Council</u>                     | <u>Councilperson Michael Yon</u>            |
| <u>Councilperson Joyce E. Wattamann</u>       | <u>Councilperson Candice Osborne</u>        |
| <u>Councilperson Daniel Rivera</u>            | <u>Councilperson Diana Coleman</u>          |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

| <u>Name of Stock or Shareholder</u> | <u>Home Address</u>                           |
|-------------------------------------|-----------------------------------------------|
| <u>JEFF HIWARD</u>                  | <u>11 Village Dr. Lafayette, NJ 07848</u>     |
| <u>Nicholas Felolice</u>            | <u>11 Old Ores Rd. Saddle River, NJ 07458</u> |
| <u>HIWARD TRUST</u>                 | <u>8 Denison Dr Saddle River, NJ 07458</u>    |
|                                     |                                               |
|                                     |                                               |
|                                     |                                               |
|                                     |                                               |
|                                     |                                               |
|                                     |                                               |
|                                     |                                               |

**Part III - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty provided under law.

Name of Business Entity: SWIFT REACH NETWORKS

Signed: [Signature] Title: PRES

Print Name: JEFF HIWARD Date: 1-29-16

Subscribed and sworn before me this 14 day of JAN, 2016

My Commission expires:

[Signature]  
JEFF HIWARD, PRES  
 (Print name & title of affiant) (Corporate Seal)

KAREN ANN HEALY  
 Commission # 2439658  
 Notary Public, State of New Jersey  
 My Commission Expires  
 October 16, 2018



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

✓ (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: SWIFTRREACH NETWORKS INC

SIGNATURE: [Signature] DATE: 1-29-16

PRINT NAME: JEFF AWARD TITLE: PRES.

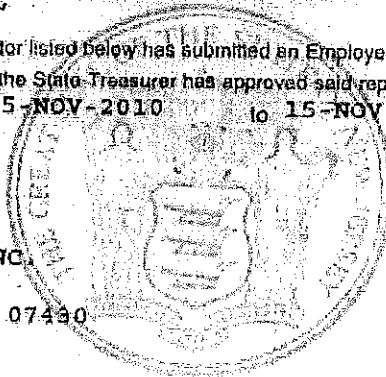
**AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)**


Certification 34687

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2010** to **15-NOV-2017**

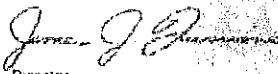
**SWIFTREACH NETWORKS INC.**  
**14 INDUSTRIAL AVE.**  
**MAHWAH NJ 07430**



  
Andrew P. Siganon-Eristoff  
State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0252

|                                                                                                                                  |                                    |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>STATE OF NEW JERSEY</b>                                                                                                       |                                    |
| <b>BUSINESS REGISTRATION CERTIFICATE</b>                                                                                         |                                    |
| <b>TAXPAYER NAME:</b><br>SWIFTREACH NETWORKS, INC.                                                                               | <b>TRADE NAME:</b>                 |
| <b>ADDRESS:</b><br>14 INDUSTRIAL AVE STE 4<br>MAHWAH NJ 07430                                                                    | <b>SEQUENCE NUMBER:</b><br>0918474 |
| <b>EFFECTIVE DATE:</b><br>03/15/10                                                                                               | <b>ISSUANCE DATE:</b><br>06/27/11  |
| <br>Director<br>New Jersey Division of Revenue |                                    |
| <b>FORM-BRC</b>                                                                                                                  |                                    |
| This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.                         |                                    |

104-081-0205836V

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**SWIFTEACH NETWORKS INC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
☐ Individual/sole proprietor or single-member LLC  
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (S-C corporation, S-S corporation, Partnership) **\_\_\_\_\_**  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
☐ Other (see instructions) **\_\_\_\_\_**

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3).  
 Exempt payee code (if any) **\_\_\_\_\_**  
 Exemption from FATCA reporting code (if any) **\_\_\_\_\_**  
 (Check box to acknowledge maintenance outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**14 INDUSTRIAL AVE, SUITE 4**

6 City, state, and ZIP code  
**MAHWAH, NJ 07430**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number  

|  |  |  |   |  |  |  |  |
|--|--|--|---|--|--|--|--|
|  |  |  | - |  |  |  |  |
|--|--|--|---|--|--|--|--|

 or  
 Employer identification number  

|   |   |   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 2 | - | 0 | 5 | 8 | 3 | 6 | 9 | 8 |
|---|---|---|---|---|---|---|---|---|---|

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** *Karen Healy* Date **1/1/2016**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at [www.irs.gov/irb](http://www.irs.gov/irb).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the interest paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (dividends)
- Form 1099-C (corrected debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign sources' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0918474 FOR SWIFTREACH NETWORKS, INC. IS VALID.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:

SWIFTEACH NETWORKS, INC.

TRADE NAME:

ADDRESS:

14 INDUSTRIAL AVE STE 4  
MAHWAH NJ 07430

SEQUENCE NUMBER:

0918474

EFFECTIVE DATE:

03/15/10

ISSUANCE DATE:

06/27/11

*James J. P...*

Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

704208770205446V

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.276

Agenda No. 10.V

Approved: APR 27 2016

TITLE:



**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH HMR ARCHITECTS IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE - PHASE III - EXTERIOR SITE IMPROVEMENT; DESIGN AND CONSTRUCTION ADMINISTRATION, PROJECT NO. 2010-029, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Resolution 15.139, approved on February 25, 2015, authorized a professional services agreement with HMR Architects to provide services in connection with Phase III - Site Improvements at the Van Wagenen Apple Tree House; and

**WHEREAS**, Resolution 15.545, approved on July 15, 2015, authorized a contract with Zenith Construction Services, Inc. (GC) for the construction of the project; and

**WHEREAS**, the New Jersey Historic Trust (NJHT), provided the City of Jersey City (City) with a grant in the amount of \$575,000.00 for the interior restoration (Phase 2) Apple Tree House and mandated that the City provide an archaeological documentation of artifacts found in and around the project site; and

**WHEREAS**, Resolution 15.742, approved on October 14, 2015, authorized a contract with Hunter Research Inc. to provide archeological documentation to satisfy the requirements of the NJHT; and

**WHEREAS**, the project experienced a five-month delay due primarily to the NJHT stoppage of the project; while it reviewed the reports submitted by Hunter Research and subsequently requested additional monitoring of the site; and

**WHEREAS**, Resolution 16.148, approved on March 9, 2016, authorized an amendment to the contract with Hunter Research Inc. to provide additional archeological documentation, the NJHT has authorized the City to proceed with the construction of the project; and

**WHEREAS**, the City desires to move forward with this project and it is necessary to extend the contract with HMR Architects an additional twelve (12) months; and

**WHEREAS**, this contract extension is authorized pursuant to N.J.S.A. 40A:11-15(9); and

**WHEREAS**, no additional funds are needed as funding is encumbered under P.O. No. 116138.

City Clerk File No. Res. 16.276Agenda No. 10.v APR 27 2016

TITLE:

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT  
WITH HMR ARCHITECTS IN CONNECTION WITH THE VAN  
WAGENEN APPLE TREE HOUSE - PHASE III - EXTERIOR SITE  
IMPROVEMENT; DESIGN AND CONSTRUCTION ADMINISTRATION,  
PROJECT NO. 2010-029, FOR THE DEPARTMENT OF ADMINISTRATION,  
DIVISION OF ARCHITECTURE**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. a. The contract with HMR Architects is amended to extend the contract term by an additional twelve (12) months effective as of March 4, 2016; and
- b. All other terms and conditions of the agreement shall remain in full force and effect.

RR/ab  
April 13, 2016

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☒**APPROVED 9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| GAJEWSKI                                        | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| RAMCHAL                                         | ✓   |     |      | OSBORNE       | ✓   |     |      | WATTERMANN     | ✓   |     |      |
| BOGGIANO                                        | ✓   |     |      | COLEMAN       | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH HMR ARCHITECTS IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE - PHASE III - EXTERIOR SITE IMPROVEMENT; DESIGN AND CONSTRUCTION ADMINISTRATION, PROJECT NO. 2010-029, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**Project Manager**

|                     |                                   |                  |
|---------------------|-----------------------------------|------------------|
| Department/Division | Administration                    | Architecture     |
| Name/Title          | Brian F. Weller, L.L.A., A.S.L.A. | Director         |
| Phone/email         | (201) 547-5900                    | Wellerb@jcnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The services of a Professional Historic Architectural Consultant are needed to make modifications to the current out dated bid documents and provide Construction Administration during construction.

**Cost (Identify all sources and amounts)**

No additional costs – extend contract term only

**Contract term (include all proposed renewals)**

The term of this will be twelve (12) months after award of the contract.

Type of award Nonfair and Open

If "Other Exception", enter type

**Additional Information**

Professional design services to be included in this Contract will encompass the following disciplines:

1. Modification to Construction Drawings and Specifications;
2. Construction Administration and Submittal Review; and
3. Coordination with sub-consultants

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
**DEPARTMENT OF ADMINISTRATION**  
**DIVISION OF ARCHITECTURE**

PUBLIC WORKS COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305  
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 14, 2016

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture *BFW*

SUBJECT : Apple Tree House - Phase III - Exterior Site Improvements  
Project No. 2010-029  
Re: HMR Architects

Attached for your consideration is the Resolution authorizing an amendment of a contract with HMR Architects in connection with architectural design modifications and construction administration services for the Van Wagenen Apple Tree House - Phase III. This resolution is to extend the term for an additional twelve months at no additional cost.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

## AGREEMENT

Agreement made this *4<sup>th</sup>* day of *March* 2015, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **HMR Architects, 821 Alexander Road, Suite 115, Princeton, New Jersey 08540** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional historic architectural consultant** in connection with the **Van Wagenen Apple Tree House - Phase III - Exterior Site Improvements**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **modification to the current bid documents and Construction Administration Services of the Historic Site**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **Architectural** services in connection with **construction administration**.

### ARTICLE II

#### Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **Architectural** services in accordance with the resumption of Phase III Rehabilitation of the Van Wagenen Apple Tree House, proposal prepared by the CONSULTANT dated **January 21, 2015**.
2. Such described services shall be performed during a period of **twelve (12) months**.

**COPY**

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### ARTICLE IV

#### Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached quote dated **January 21, 2015** with a total cost not to exceed **Thirty-Eight Thousand Nine Hundred Eighty-Six (\$38,986.00) Dollars.**

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached quote prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

## ARTICLE V

### Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

- A. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- C. Automotive Liability in the amount of \$1,000,000 combined single limit.
- D. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Apple Tree House - Phase III Exterior Site Improvements, Project No. 2010-029.**

2. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.

- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

## ARTICLE VI

### Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

## ARTICLE VII

### Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

## ARTICLE IX

### Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

## ARTICLE X

### Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## ARTICLE XI

### Compliance with Equal Employment Opportunity/Affirmative

#### Action Plan

1. If the Contract Agreement exceeds \$36,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or



- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

## ARTICLE XIII

### Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

## ARTICLE XIV

### ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

## ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

#### Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## ARTICLE XVI

### Political Contributions Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L.2004, c. 19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party

is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office to the City of Jersey City when the contract is awarded.

## ARTICLE XVII

### Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005,c271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## ARTICLE XVIII

### City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

  
\_\_\_\_\_

ROBERT KAKOLESKI  
Business Administrator

Date: 3/4/15

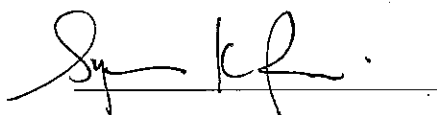
  
\_\_\_\_\_

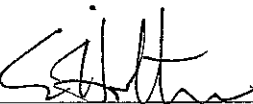
ROBERT BYRNE  
City Clerk

Date: 3/4/15

ATTEST:

HMR Architects

  
\_\_\_\_\_

BY: 

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_

RAYMOND REDDINGTON  
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

  
\_\_\_\_\_

MATT HOGAN  
Risk Manager

# HMR ARCHITECTS

January 21, 2015

Mr. Chris Charas  
City of Jersey City  
Division of Architecture  
13-15 Linden Avenue East  
Jersey City, NJ 07305

Re: Phase III Rehabilitation of the VanWagenen / Apple Tree House  
Architectural Fee for Bid and Construction Administration Phase

Dear Mr. Charas,

We look forward to the resumption of Phase III site rehabilitation work at the Van Wagenen / Apple Tree House. We propose the following updated Bid and Construction Administration fees based on escalation costs as indicated, and additional scope as noted.

- Updated fees indicated below utilize previously approved fees adjusted for escalation from year 2010 to 2015. Fee increase is based on 4% escalation x 5 years (x 1.217):

|                                         |                  |
|-----------------------------------------|------------------|
| Bid Phase – HMR Architects              | \$ 3,517         |
| Construction Administration Phase       |                  |
| HMR Architects - Site                   | 10,941           |
| HMR Architects - Outbuilding            | 5,550            |
| Arnold Associates, Landscape Architects | 5,477            |
| 50 States Engineering, Civil Engineers  | 4,941            |
| <b>Total:</b>                           | <b>\$ 30,426</b> |

- Additional fee for modifications to Bid Documents to designate Bid Alternates, incorporate previous bid addendums, and any other necessary bid document revisions (does not include design changes):

|                                         |                 |
|-----------------------------------------|-----------------|
| Principal: 8 hrs @ \$185/hr.            | \$ 1,480        |
| Architectural Staff: 16 hrs @ \$130/hr. | 2,080           |
| <b>Total:</b>                           | <b>\$ 3,560</b> |

- Additional fee for HMR attendance at 4 project/site meetings in addition to 8 meetings included in previous proposals.

|                                                 |                 |
|-------------------------------------------------|-----------------|
| Principal: 4 mtgs x 4 hrs @ \$185/hr.           | \$ 2,960        |
| Architectural Staff: 2 mtgs x 4 hrs @ \$130/hr. | 1,040           |
| <b>Total:</b>                                   | <b>\$ 4,000</b> |

- Allowance for reimbursable expenses including travel and reproduction. Note, bid documents will be printed by Jersey City.

|                        |          |
|------------------------|----------|
| Reimbursable expenses: | \$ 1,000 |
|------------------------|----------|

**TOTAL PHASE III PROJECT FEE:**

**\$ 38,986**

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 2015 JAN 21 AM 11:44  
 DIVISION OF ARCHITECTURE

ARCHITECTURE  
PLANNING  
INTERIORS  
HISTORIC  
PRESERVATION

Philetus H. Holl III, AIA  
Robert W. Russell, AIA  
Eric J. Hollermann, AIA

Laura H. Ciron, AIA,  
LEED AP

821 Alexander Road  
Suite 115  
Princeton, NJ 08540  
T 609.452.1070  
F 609.452.1074  
www.hmr-architects.com

# HMR ARCHITECTS

The specified Construction Contract period was previously established at 225 days to accommodate seasonal work stoppage. This proposal does not anticipate attendance at bi-weekly meetings for the entire contract period. Attendance at meetings is limited as follows – note that HMR attendance has been increased by 4 additional meetings from previous proposal:

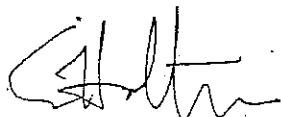
|                    |                   |                       |
|--------------------|-------------------|-----------------------|
| Bid Phase:         | HMR Architects    | 2 meetings            |
| Construction Phase | HMR Architects    | 12 meetings (revised) |
|                    | Arnold Associates | 2 meetings            |
|                    | 50 States         | 2 meetings            |

Please note that the following items are not included:

1. Archaeology: As previously discussed, Jersey City will contract directly with Hunter Research for Archaeological work on this phase. Basic coordination with Hunter Research is included in the proposed fees.
2. Cost Estimating: Cost Estimating fees are not included. If Cost Estimating services are requested, they can be provided by ICI Cost Estimators as an additional service for \$2,500.
3. Other Consultants: Consultants are limited to Landscape and Civil Engineering as indicated above. If consultant attendance is required at additional meetings, time will be invoiced at regular hourly rates. Electrical is included for review of basic lighting and power only (no site visits). Other consultants are not included or anticipated.

We look forward to proceeding on this project which will complete work at the Van Wagenen / Apple Tree House and make it usable for City and Public Use. Please do not hesitate to contact us if you have any questions.

Sincerely,



Eric Holtermann, AIA

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DIVISION OF ADMINISTRATION

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jean F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547- 4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)



(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Eric Holtermann, Corp. Sec'y

Representative's Signature: [Signature]

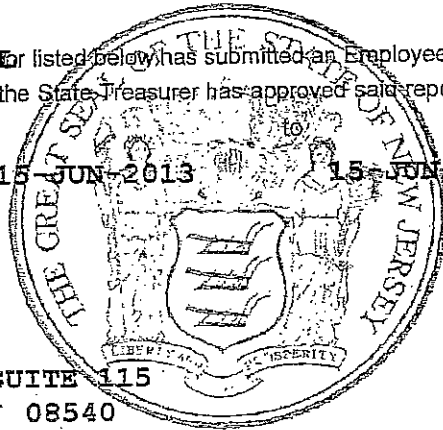
Name of Company: Hm2 Architects, PA

Tel. No.: 609-452-1070 Date: 1/21/2015

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11088

This is to certify that ~~GENERAL~~ listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 JUN 2013 to 15 JUN 2020



HMR ARCHITECTS, P.A.  
821 ALEXANDER ROAD, SUITE 115  
PRINCETON NJ 08540



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Eric Holtermann, Corp. Sec'y  
Representative's Signature: [Signature]  
Name of Company: Hm2 Architects, PA  
Tel. No.: 609-452-1070 Date: 1/21/2015

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : HMR Architects, PA  
Address : 821 Alexander Road, Suite 115, Princeton, NJ 08540  
Telephone No. : 609-452-1870  
Contact Name : Eric Holtermann

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: HMR Architects, PA

Address: 821 Alexander Rd Suite 115 Princeton, NJ 08540

Telephone No.: 609-452-1070

Contact Name: Eric Holtermann

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

## "New Jersey Business Registration Requirements" For Goods, Professional Service and General Service Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE<br>FOR STATE AGENCY AND OTHER SERVICE CONTRACTORS |                                  |
|------------------------------------------------------------------------------------------------------------|----------------------------------|
| TAXPAYER NAME<br>TAX REGISTRATION TEST ACCOUNT                                                             | TRADE NAME<br>CENTRAL INDUSTRIAL |
| TAXPAYER IDENTIFICATION<br>123-456789012                                                                   | REGISTRATION NUMBER<br>123456789 |
| ADDRESS<br>123 MAIN AVE<br>TRENTON, NJ 08611                                                               | ISSUANCE DATE<br>05/01/04        |
| SIGNATURE<br><i>[Signature]</i>                                                                            |                                  |

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE |                                       |
|----------------------------------------------------------|---------------------------------------|
| Taxpayer Name                                            | TAX REG TEST ACCOUNT                  |
| Trade Name                                               |                                       |
| Address                                                  | 547 ROBINSON AVE<br>TRENTON, NJ 08611 |
| Certificate Number                                       | 1043907                               |
| Date of Issuance                                         | October 14, 2004                      |
| For Office Use Only:                                     |                                       |
| 200410141120223623                                       |                                       |

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

HMR ARCHITECTS, P.A.

TRADE NAME:

ADDRESS:

821 ALEXANDER ROAD, SUITE 115  
PRINCETON NJ 08540-6527

SEQUENCE NUMBER:

0105042

EFFECTIVE DATE:

10/22/01

ISSUANCE DATE:

10/26/12

*James J. Fusco*

Director  
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302inc.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302inc.pdf)

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                           |                                                                                                                                                                                                           |                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY                                                                                                            | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY |
| 4. COMPANY NAME                                                                                                                           |                                                                                                                                                                                                           |                                              |
| 5. STREET                                                                                                                                 | CITY                                                                                                                                                                                                      | COUNTY STATE ZIP CODE                        |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF MORE, SO INDICATE)                                                                            |                                                                                                                                                                                                           | CITY STATE ZIP CODE                          |
| 7. CHECK ONE IF THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                           |                                              |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ                                                              |                                                                                                                                                                                                           |                                              |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT                                                         |                                                                                                                                                                                                           |                                              |
| 10. PUBLIC AGENCY AWARDING CONTRACT                                                                                                       |                                                                                                                                                                                                           |                                              |
| CITY                                                                                                                                      | COUNTY                                                                                                                                                                                                    | STATE ZIP CODE                               |

|                 |               |           |                             |
|-----------------|---------------|-----------|-----------------------------|
| ORIGINATOR CODE | DATE RECEIVED | WALC DATE | ASSIGNED CERTIFICATE NUMBER |
|                 |               |           |                             |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN UNFILED REPORT.

| JOB CATEGORIES                                 | ALL EMPLOYEES                  |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE DISAGGREGATION |          |        |       |          |       |          |        |       |          |
|------------------------------------------------|--------------------------------|----------------|------------------|---------------------------------------------------------|----------|--------|-------|----------|-------|----------|--------|-------|----------|
|                                                | COL. 1<br>TOTAL<br>(Males & F) | COL. 2<br>MALE | COL. 3<br>FEMALE | BLACK                                                   | HISPANIC | INDIAN | ASIAN | NON-MIN. | BLACK | HISPANIC | INDIAN | ASIAN | NON-MIN. |
| Officials/Managers                             |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Professionals                                  |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Technicians                                    |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Sales Workers                                  |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Office & Clerical                              |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Cashiers/Service (Retail)                      |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Operatives (Semi-skilled)                      |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Laborers (Unskilled)                           |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Service Workers                                |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| TOTAL                                          |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Total employment from previous report (if any) |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |
| Temporary & Part-time employees                |                                |                |                  |                                                         |          |        |       |          |       |          |        |       |          |

The data below shall NOT be included in the figures for the appropriate categories above:

|                                                                                                                                                                                                                  |                                                                                                                                |                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/> | 11. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR |
| 13. DATES OF PAYROLL PERIOD USED<br>From: To:                                                                                                                                                                    |                                                                                                                                |                                                       |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                    |           |              |                                           |
|----------------------------------------------------|-----------|--------------|-------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE        | DATE<br>MO. DAY YEAR                      |
| 17. ADDRESS NO. & STREET                           | CITY      | COUNTY STATE | ZIP CODE PHONE (AREA CODE, NO. EXTENSION) |

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that HMR Architects, PA (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract HMR Architects, PA (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HMR Architects, PA

Signed: [Signature] Title: Corp. Sec'y

Print Name: Eric Holtermann Date: 1/24/2015

Subscribed and sworn before me  
this 21<sup>st</sup> day of Jan, 2015.  
My Commission expires:

[Signature]  
(Affiant)  
Eric Holtermann, Corp. Sec'y  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| Election Fund for Steven Fulop (2013) | Councilperson Frank Gajewski          |
| Team Fulop                            | Councilperson Khemasj "Chico" Ramchal |
| Team Fulop Runoff                     | Councilperson Richard Boggiano        |
| Lavacro for Council                   | Councilperson Michael Yun             |
| Councilperson Joyce E. Watterman      | Councilperson Candice Osborne         |
| Councilperson Daniel Rivera           | Councilperson Diane Coleman           |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                           |
|------------------------------|----------------------------------------|
| Robert W. Russell            | 28 Kollummeard St. Princeton, NJ 08540 |
| Eric Holtermann              | 95 N. Main St. Pennington, NJ 08834    |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |
|                              |                                        |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: HMK Architects, PA

Signed: [Signature] Title: Corp Sec'y

Print Name: Eric Holtermann Date: 11/21/2015

|                                                                                                                                                      |                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>21<sup>st</sup></u> day of <u>Jan</u> , 2015<br><u>[Signature]</u><br>My Commission expires: <u>10/1/2019</u> | <u>[Signature]</u><br>(Affiant)<br><u>Eric Holtermann, Corp. Sec'y</u><br>(Print name & title of affiant) (Corporate Seal) |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;  
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)


PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Robert W Russell	88 Rollingmead St Princeton NJ	51.8 %
Eric Holtmann	45 N. Main St. Pennington NJ	37.7 %

SIGNATURE:


Eric Holtmann

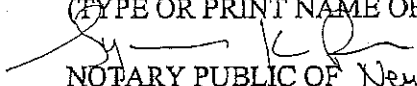
TITLE:

Corp. Sec'y

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

January 21 OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)


NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES: 20

10/7/2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED
WITH THIS PROPOSAL).

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.139
Agenda No. 10.Z.2
Approved: FEB 25 2015
TITLE:



RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HMR ARCHITECTS IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE - PHASE III - EXTERIOR SITE IMPROVEMENT; DESIGN AND CONSTRUCTION ADMINISTRATION, PROJECT NO. 2010-029, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting historic architectural firm in connection with the modifications to the design and construction administration of Phase III - Exterior Site Improvements of the Van Wagenen Apple Tree House, 298 Academy Street, Jersey City, New Jersey; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11A-1 et seq.; and

WHEREAS, the City has solicited a proposal from HMR Architects who undertook and completed, Phase I - Exterior Restoration scope of work for this project; under Resolution Res. 04-289; Phase II - Interior Restoration scope of work for this project; under Resolution Res. 09-681; and Phase III - Exterior Design (only) under Resolution Res. 11-145; and

WHEREAS, it is in the best interest of the City to complete this restoration with the same consultant; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay to Play Law); and

WHEREAS, HMR Architects, 821 Alexander Street, Suite 115, Princeton, New Jersey 08540, possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated January 21, 2015 in the amount of \$38,986.00; and

WHEREAS, the Director of Architecture, Engineering, Traffic and Transportation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, HMR Architects have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from Account Number:

04-215-55-838-990

P.O. # 116138

\$38,986.00

WHEREAS, Eric Holtermann, A.L.A., has completed and submitted a Business Entity Disclosure Certification which certified that HMR Architects, has not made any reportable contributions to the political or candidate committees listed in the Business entity Disclosure Certification in the previous one year and that the contract will prohibit HMR Architects from making any reportable contributions during the term of the contract; and

WHEREAS, Eric Holtermann submitted a Chapter 271 Political Contribution Disclosure Certification on behalf of HMR Architects; and

FEB 25 2015

TITLE: **RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICES CONTRACT TO HMR ARCHITECTS IN CONNECTION WITH THE VAN WAGENEN APPLE TREE HOUSE - PHASE III - EXTERIOR SITE IMPROVEMENT; DESIGN AND CONSTRUCTION ADMINISTRATION, PROJECT NO. 2010-029, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION**

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with the firm of HMR Architects for a lump sum fee not to exceed Thirty-Eight Thousand Nine Hundred Eighty-Six (\$38,986.00) Dollars;
2. The contract term shall be twelve (12) months commencing on the date the contract is executed by City officials;
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. A copy of this Resolution shall be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution;
6. The award of this contract shall be subject to the condition that HMR Architects provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

I, Donna Mauer (Donna Mauer), as Chief Financial Officer hereby certify that these funds are available for this expenditure in Account Number 04-215-55-838-990 for payment of the above Resolution.

RR/ab
January 30, 2015

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



CERTIFICATE OF LIABILITY INSURANCE

HOLTM-1

OP ID: VN

DATE (MM/DD/YYYY)

02/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marquis Agency A&E Practice 900 Route 9 North, Suite 503 Woodbridge, NJ 07095 Select Account Unit	CONTACT NAME: Select Account Unit	
	PHONE (A/C, No, Ext): 800-272-6771	FAX (A/C, No): 732-634-5379
INSURED HMR Architects, P.A. 821 Alexander Road, Suite 115 Princeton, NJ 08540	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: RLI Insurance Company	
	INSURER B: Arch Insurance Co.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD IWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PSB0002344	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PSB0002344	07/30/2015	07/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PSE0001721	07/30/2015	07/30/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PSW0002078	07/30/2015	07/30/2016	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Prof Liability Ins		PAAEP0010500	02/16/2016	02/16/2017	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured limited to General Liability as required by written contract.

Re: Apple Tree House - Phase III Exterior Site Improvements - Project No. 2010-029.

CERTIFICATE HOLDER

CANCELLATION

CITYOJ4 City of Jersey City Division of Architecture 13-15 Linden Avenue East Jersey City, NJ 07305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16-277

Agenda No. 10.W _____

Approved: APR 27 2016 _____

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, in February 23, 2015 the City of Jersey City (City) advertised a Request for Proposals to provide services to the City for the preparation of the City's five year consolidated plan for 2015-2019, the City's annual action plan, and an update of the City's analysis of impediments to a fair housing plan; and

WHEREAS, the United States Department of Housing and Urban Development requires that the City have these plans in order for the City to receive Federal grants; and

WHEREAS, Resolution 15.223 approved on March 25, 2015 awarded a contract in the amount of \$68,960.00 to Mullin & Lonergan Associates to assist the City in preparing these plans; and

WHEREAS, the City awarded the contract under the fair and open provisions of the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the term of the contract was one year beginning on March 26, 2015 and ending on March 25, 2016; and

WHEREAS, Resolution 15.799 approved on November 10, 2015 awarded \$25,000.00 for additional services consisting of CDBG, HOME and AHTF Technical Assistance, Preparation of CAPER, Annual Action Plan and Environmental Review Record, IDIS cleanup and Application review; and

WHEREAS, in order for Mullin & Lonergan Associates to provide these additional services it was necessary to amend and extend the contract until October 1, 2016; and

WHEREAS, the City also wishes to amend the said contract to increase the amount of compensation by an amount not to exceed \$7,500.00 to allow for the preparation of subsidy layering analysis for HOME Projects for \$4,500.00 and a technical review of the most current round of the City's Affordable Housing Trust Fund applications for \$3,000.00; and

City Clerk File No. Res. 16.277Agenda No. 10.W **APR 27 2016**

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

WHEREAS, the sum of \$7,500.00 is available in account no. **57-200-56-851-918**; and

WHEREAS, these services qualify as extraordinary unspecificable services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. the above recitals are incorporated herein by reference; and
2. the contract with Mullin & LonerGAN Associates is amended to increase the existing contract amount by an additional \$7,500.00, for a total amount not to exceed \$101,460.00; and
3. the Mayor or Business Administrator is authorized to execute Addendum "B" to the contract which is attached hereto; and
4. notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I Donna Mauer, Donna Mauer, as Chief Financial Officer, hereby certify that there are sufficient funds available for the payment of the above resolution in Account No. **57-200-56-851-918 (PO #118939)**

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH MULLIN & LONERGAN ASSOCIATES FOR PROVIDING SERVICES IN CONNECTION WITH THE PREPARATION OF THE CITY'S FIVE YEAR CONSOLIDATED PLAN FOR 2015-2019, THE ANNUAL ACTION PLAN, AND AN UPDATE OF THE CITY'S ANALYSIS OF THE IMPEDIMENTS TO A FAIR HOUSING PLAN

Project Manager

Department/Division	HEDC	COMMUNITY DEVELOPMENT
Name/Title	CARMEN GANDULLA	DIRECTOR
Phone/email	x5304	CGandulla@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Preparation of the five year Consolidated Plan and the Annual Action Plan and update the City's Analysis of Impediments to Fair Housing Plan.

Cost (Identify all sources and amounts)

\$7,500.00

Contract term (include all proposed renewals)

One (1) year

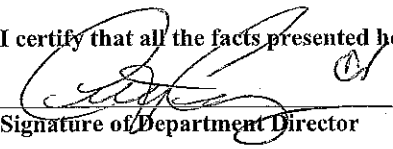
Type of award

If "Other Exception", enter type

Additional Information

The City needs additional services consisting of HOME subsidy layering analysis, AHTF applications, HUD/OIG Audit Issues

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/18/16
Date



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC, 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

MAR 14 2016

MEMORANDUM FOR: All CPD Formula Program Grantees
All CPD Field Office Directors

FROM: Harriet Tregoning, Principal Deputy Assistant Secretary
for Community Planning and Development, D

SUBJECT: Incorporating 24 CFR Part 5 Affirmatively Furthering Fair Housing
into 24 CFR 91.10 Consolidated Program Year, 24 CFR 91.105
Citizen participation plan for local governments and 24 CFR 91.115
Citizen participation plan for States

The U.S. Department of Housing and Urban Development (HUD) recently published a Final Rule at 24 CFR Part 5 regarding a grantee's obligation to Affirmatively Further Fair Housing (AFFH). The new rule sets forth a meaningful and transparent process to identify and understand local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity. HUD is providing its consolidated plan grantees and public housing authorities with an Assessment Tool and a rich set of data within a mapping tool to support the development of the Assessment of Fair Housing (AFH), which is replacing the Analysis of Impediments to Fair Housing Choice (AI). The assessment of information on the current state of neighborhood demographics and assets within an open planning process can affect the nature of the conversations, and ultimately, community decisions. The AFH Tool, informed by the community participation process, will guide grantees through the identification of fair housing issues and related contributing factors, and result in prioritizing and setting of goals for its upcoming planning period.

Under the new rule, the citizen participation plan requirements at 24 CFR 91.105 for local governments and 24 CFR 91.115 for states have been revised to accommodate the new AFH, the analysis undertaken pursuant to § 5.154 requiring consultation and community participation in the analysis of fair housing data, an assessment of fair housing issues and contributing factors, and an identification of fair housing priorities and goals.

Section 107 of the Cranston-Gonzalez National Affordable Housing Act and its implementing regulations at 24 CFR Part 91 require jurisdictions to implement a citizen participation process as a prelude to the allocation and expenditure of formula funds for HUD's Community Planning and Development programs. These requirements are also contained in section 104(a)(2) of the Housing and Community Development Act of 1974 for CDBG grantees. A grantee's citizen participation plan and proposed allocation of funds to eligible activities are components of its consolidated plan required pursuant to 24 CFR 91. The specific statutory requirement is implemented through 24 CFR 91.105 and 24 CFR 91.115, which describe the standards for local government and state citizen participation plans applicable to the formula grant programs.

Under the new AFFH rule, a grantee's citizen participation plan will need to be amended prior to the initiation of the AFH process to comply with the new provisions at § 91.105 for local governments and § 91.115 for states. This memorandum outlines the revisions and additions to the consolidated plan process, the consultation process and the citizen participation plan requirements for both local government and states so they may incorporate the AFH into their citizen participation plan.

24 CFR 91.10 – Consolidated program year and collaborating on an AFH submission

The AFFH rule at 24 CFR 5.152 and 5.156 encourages program participants to collaborate in undertaking a joint Assessment of Fair Housing (AFH) or a regional AFH. A joint AFH refers to two or more program participants conducting and submitting a single AFH. Joint participants may include local jurisdictions, states, Insular Areas, or PHAs. A regional AFH is a type of joint AFH in which at least two of the participants are consolidated plan program participants, conducting and submitting a single AFH. Collaborating program participants must, through a written agreement, designate one participant as the lead entity to oversee the joint or regional AFH on behalf of all collaborating program participants. Program participants that intend to collaborate must notify the appropriate FHEO Regional Director and provide a copy of their collaboration agreement. The new rule requests all collaborating program participants be on the same program year and consolidated plan submission cycle before submission of the joint AFH or regional AFH.

For the purposes of the AFFH Rule, HUD considers a consortium that acts as a single unit of general local government for the purposes of the HOME program to also be a single program participant for the purposes of completing an AFH. As such, a HOME consortium must submit a single AFH that covers the jurisdictions that make up the consortium. HUD does not consider such a submission to be a "joint" or "regional" submission. As such, HOME consortia are not subject to the requirements to notify HUD of the intent to submit jointly or to complete a separate written agreement. Consolidated Planning regulations require HOME consortium members to be on the same cycle for the 3-5 year consolidated plan (and to submit a single consolidated plan), so the AFH due date would be the same for the entire consortium.

Under 24 CFR 91.10, a jurisdiction may either shorten or lengthen its program year to align its program year with its collaborating partners. To change the beginning date of the following program year, the jurisdiction must notify their HUD field office in writing at least two months before the date the program year would have usually ended if it had not lengthened or at least two months before the end of a proposed shortened program year.

HUD recognizes that for the purpose of submitting a joint or regional AFH, some grantees may need to extend their consolidated plan beyond the normal three to five year time period in order to align their program with the other collaborating participants' consolidated plan cycles. Under 24 CFR 91.20, a jurisdiction may request an extension in writing to the field office of its intent to prepare a joint or regional AFH. The field office, at its discretion, will review and consider an extension of no more than two years for the specific purpose of aligning consolidated plan cycles for a joint or regional AFH. Jurisdictions requiring more than two years to become aligned with their designated AFH lead's program year start date should instead submit a new consolidated plan with a time period that would align the jurisdiction to its collaborating partners. Jurisdictions should

be aware that even when an extension is granted they must still continue to submit an annual action plan and required certifications.

The new rule does provide that if the alignment of a program year is not practicable, then the submission deadline for a joint AFH or regional AFH must be based on the designated lead entity's program year start date for its CPD formula grant programs. Within twelve months after the date of AFH acceptance, each collaborating program participant that has a program year start date earlier than the designated lead entity must make appropriate amendments to its consolidated plan to incorporate strategies and proposed actions consistent with the fair housing goals, issues, and other elements identified in the joint AFH or regional AFH.

24 CFR 91.100 and 24 CFR 91.110 - Consultation

The AFFH Final Rule revised the consultation process at 24 CFR 91.100(a)(1) and (5) and (c) and paragraph 91.100(e) was added to reflect the following additional consultation requirements for local governments. For states, the equivalent provision at 24 CFR 91.110(a) was also revised. Details of these additions and revisions are discussed in this section.

Under § 91.100(a)(1), a jurisdiction shall consult with other public and private agencies that provide assisted housing, health services, and social services, including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, and homeless persons. A jurisdiction shall also consult with community-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws when preparing both the AFH and the consolidated plan. The jurisdiction's consultation process, under § 91.100(a)(5), should include consultation with regional government agencies in addition to adjacent units of general local government and local government agencies. This includes local government agencies with metropolitan-wide planning and transportation responsibilities, particularly for problems and solutions that go beyond a single jurisdiction.

States, under § 91.110(a), must comply with the same requirements as local governments with the addition of also consulting with state-based and regionally-based organizations that represent protected class members and organizations that enforce fair housing laws during preparation of the AFH and consolidated plan.

Public housing agencies (PHAs):

Under § 91.100(c)(1), the jurisdiction shall consult with public housing authorities (PHAs) operating in the jurisdiction. This consultation will continue to consider public housing needs, planned programs and activities under the consolidated plan. It will also now require consultation with PHAs operating in the jurisdiction on the AFH, on strategies for affirmatively furthering fair housing, and on proposed actions to affirmatively further fair housing in the consolidated plan. The intent is that this consultation will help provide a better basis for the certification by the authorized officials that the PHA Plan is consistent with the consolidated plan and the local government's description of its strategy for affirmatively furthering fair housing. The consultation process continues to require the jurisdiction to address the needs of public housing and, where necessary, the manner in which it will provide financial or other assistance to a troubled PHA to improve the

PHA's operations and remove the designation of troubled. The regulation, under § 91.100(c)(1), requires the jurisdiction to now obtain PHA input on addressing fair housing issues in the public housing and Housing Choice Voucher programs.

States must comply with the same requirements as local governments. Section 91.110(a)(1) is revised to address state-specific consultation requirements with respect to public housing or Housing Choice Voucher programs. The state shall consult with any housing agency administering public housing or the section 8 program on a statewide basis as well as all PHAs that certify consistency with the state's consolidated plan. A state's consultation with these entities may consider public housing needs, planned programs and activities, the AFH, strategies for affirmatively furthering fair housing, and proposed actions to affirmatively further fair housing. The state's consultation also helps ensure that activities with regard to affirmatively furthering fair housing, local drug elimination, neighborhood improvement programs, and resident programs and services, funded under a PHA's program are fully coordinated with those funded under a program covered by the consolidated plan to achieve comprehensive community development goals and affirmatively further fair housing.

Under § 91.100(c)(2) for local governments and § 91.110(a)(1) for states, the consultation process should work to ensure that activities with regard to affirmatively furthering fair housing are fully coordinated to achieve comprehensive community development goals and affirmatively further fair housing. If a PHA is required to implement remedies under a Voluntary Compliance Agreement, the grantee should now work with or consult with the PHAs, as appropriate, to identify actions the grantee may take, if any, to assist the PHA in implementing the required remedies.

Affirmatively Furthering Fair Housing:

Section 91.100(e)(1)-(3) for local governments and § 91.110(a)(2) for states are new additions to Part 91 and specifically address the consultation process with regard to affirmatively furthering fair housing organizations. The local jurisdiction shall consult with community-based and regionally-based organizations, and the state shall consult with state-based and regionally-based organizations. These organizations should represent protected class members, and organizations that enforce fair housing laws, such as state or local fair housing enforcement agencies, including participants in the:

- Fair Housing Assistance Program (FHAP);
- Fair housing organizations;
- Nonprofit organizations that receive funding under the Fair Housing Initiative Program (FHIP); and
- Other public and private fair housing service agencies, to the extent that such entities operate within the grantee's area.

This consultation will help provide a better basis for the grantee's AFH, its certification to affirmatively further fair housing, and other portions of the consolidated plan concerning affirmatively furthering fair housing.

- For local jurisdictions, this consultation must occur with any organizations that have relevant knowledge or data to inform the AFH.
- For states, this consultation should occur with organizations that have the capacity to engage with data informing the AFH.

The organizations involved in the consultations should be sufficiently independent and representative to provide meaningful feedback to a jurisdiction on the AFH, the consolidated plan, and their implementation. At a minimum, the grantee will consult with the above referenced organizations in the development of both the AFH and the consolidated plan. Consultation on the consolidated plan shall specifically seek input into how the goals identified in an accepted AFH inform the priorities and objectives of the consolidated plan.

24 CFR 91.105 and 91.115 - Citizen Participation Plan

The AFFH Rule has revised the citizen participation process at 24 CFR 91.105(a)(1) and (a)(2)(i) through (iii). Paragraph 91.105(a)(4) is added and paragraphs § 91.105(b), (c), (e)(1), (f) through (j) and (l) are revised to reflect additional citizen participation plan requirements for local governments. For states, 24 CFR 91.115 is revised at § 91.115(a)(1) and (2). Paragraph § 91.115(a)(4) is added and paragraphs § 91.115(b), (c), (f), (g), and (h) are revised to reflect additional citizen participation plan requirements. In addition to these new provisions, the regulation now replaces “citizens” with “residents” at § 91.105(b), development of the AFH and the consolidated plan. Details of these additions and revisions are discussed in this section.

Encouragement of citizen participation:

In addition to existing citizen participation plan requirements, under § 91.105(a)(2)(i) through (iii) for local governments and § 91.115(a)(2)(i) through (iii) for states, the plan must also encourage citizens to participate in the development of the AFH and any revisions to the AFH in the same manner one would encourage citizen participation in the consolidated plan, any substantial amendments to the plan and the performance report. This process shall include persons living in areas designated by the local jurisdiction as a revitalization area, areas designated by either a local jurisdiction or a state as a slum and blighted area and areas where CDBG funds are proposed to be used.

The citizen participation plan shall encourage the participation of local and regional institutions for jurisdictions and statewide and regional institutions for states. The plan shall also encourage the participation of Continuums of Care, businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations, in the process of developing and implementing the AFH and the consolidated plan.

States, under § 91.115(a)(2)(iii), should explore alternative public involvement techniques, such as focus groups and use of the internet. These techniques should encourage a shared vision of change for the community and the review of program performance.

For local jurisdictions, the citizen participation plan, under § 91.105(a)(2)(iii), shall also encourage, in conjunction with public housing agency consultations, participation of residents of

public and assisted housing developments, including any resident advisory boards, resident councils, and resident management corporations, in the process of developing and implementing the AFH and the consolidated plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The jurisdictions shall make an effort to provide information to the PHA about the AFH, AFFH strategy, and consolidated plan activities related to the jurisdiction's developments and surrounding communities so that the PHA can make this information available at the annual public hearing(s) required for the PHA Plan.

Assistance provided to non-English speaking residents of the community, previously addressed under § 91.105(e), is now located at § 91.105(a)(4) for local governments and § 91.115(a)(4) for states. The citizen participation plan shall describe the grantee's procedures for assessing its language needs and identify any need for translation of notices and other vital documents. At a minimum, the citizen participation plan shall require that the grantee take reasonable steps to provide language assistance to ensure meaningful access to participation by non-English-speaking and limited English proficiency residents of the community.

Development of the AFH and the consolidated plan:

Under § 91.105(b) for local governments and § 91.115(b) for states, the citizen participation plan must include the following minimum requirements for the development of both the AFH and the consolidated plan.

- The citizen participation plan must require that the grantee make available to the public, residents, public agencies, and other interested parties any HUD-provided data and other supplemental information the grantee plans to incorporate into its AFH at the start of the public participation process (or as soon as feasible after).
- The grantee may make the HUD-provided data available to the public by cross-referencing to the data on HUD's website.
- The citizen participation plan must require the grantee to publish the proposed AFH and the proposed consolidated plan in a manner that affords its residents, units of general local government, public agencies, and other interested parties a reasonable opportunity to examine its content and to submit comments.
- The citizen participation plan must set forth how the grantee will make public the proposed AFH and the proposed consolidated plan and give reasonable opportunity to examine each document's content.
- The requirement for publishing may be met by publishing a summary of each document in one or more newspapers of general circulation, and by making copies of each document available on the Internet, on the grantee's official government web site, as well as at libraries, government offices, and public places.
- The summary must describe the content and purpose of the AFH or the consolidated plan, as applicable, and must include a list of locations where copies of the entire proposed document may be examined.
- In addition, a reasonable number of free copies of the plan or the AFH, as applicable, must be provided to residents and groups that request a copy of the plan or the AFH.
- The citizen participation plan must provide for at least one public hearing during both the development of the AFH and development of the consolidated plan and must provide a

period, not less than 30 calendar days, to receive comments from residents of the community on the consolidated plan or the AFH. The required public hearing must occur before the proposed consolidated plan is published for comment.

- The citizen participation plan shall require the grantee to consider the comments or views of residents, whether received in writing or orally at the public hearings, in preparing in the final AFH or the final consolidated plan. A summary of any comments or views, and a summary of any comments or views not accepted and the reasons why, shall be attached to the final AFH or the final consolidated plan.

States must comply with the same requirements as local governments; new language at § 91.115(b)(2) also addresses the need for states to ensure that the AFH, the consolidated plan and the PHA plan are informed by meaningful community participation by employing communications means designed to reach the broadest audience.

Consolidated plan amendments and AFH revisions:

Under § 91.105(c)(1) for jurisdictions and § 91.115(c)(1) for states, the criteria for amendments to the consolidated plan remain the same; the rule adds a section on criteria for revisions to the AFH. Grantees must specify the criteria they will use for determining when revisions to the AFH will be required. At a minimum, the specified criteria must address the situations described in 24 CFR 5.164, which include a material change in circumstances in the jurisdiction that affects the information on which the AFH is based, to the extent that the analysis, the fair housing contributing factors, or the priorities and goals of the AFH no longer reflect actual circumstances. Under § 91.105(c)(2) and § 91.115(c)(2), the citizen participation plan must provide community residents (and units of general local government for states) with reasonable notice and an opportunity to comment on substantial amendments to the consolidated plan and revisions to the AFH. The citizen participation plan must state how reasonable notice will be provided and the opportunity to comment will be given. The period of notification remains the same, not less than 30 calendar days, and now covers any revision to the AFH before the revised AFH is submitted to HUD for review. The grantee must still consider any comments or views of residents (and units of general local government for states) received in writing or orally at public hearings in regard to a substantial amendment to the consolidated plan or significant revision to the AFH, as applicable. A summary of these comments or views and a summary of any comments or views not accepted and the reasons why, shall be attached to the substantial amendment to the consolidated plan or the revision to the AFH.

Public hearings:

In addition to obtaining residents' views through the required public hearing addressing housing and community development needs, development of proposed activities, and review of program performance, § 91.105(e) for local governments and § 91.115(b)(3) for states, require that the grantee must also address the proposed strategies and actions for affirmatively furthering fair housing consistent with the AFH. At least one of the public hearings must be held before the proposed consolidated plan is published for comment. Under § 91.105(1)(iii) for local governments and § 91.115(b)(3) for states, the citizen participation plan must provide that at least one public hearing is held before the proposed AFH is published for comment, in order to obtain the views of

the community on AFH-related data and affirmatively furthering fair housing in the grantee's housing and community development programs.

Meetings:

Under § 91.105(f) for jurisdictions and § 91.115(b)(3)(ii) for states, the citizen participation plan must provide residents of the community with reasonable and timely access to local meetings, consistent with accessibility and reasonable accommodation requirements, in accordance with section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8 as well as the Americans with Disabilities Act and implementing regulations at 28 CFR part 35 and 36, as applicable.

Availability to the public:

Under § 91.105(g) for local governments and § 91.115(f) for states, the citizen participation plan must state how documents will be available to the public. In addition to the consolidated plan and any substantial amendments thereto, the HUD-accepted AFH and any subsequent revisions must be made available to the public. This includes making materials available in a form accessible to persons with disabilities or limited English proficiency upon request.

Access to records:

Under § 91.105(h) for local governments and § 91.115(g) for states, the citizen participation plan must state how the grantee will provide residents of the community, public agencies, and other interested parties with reasonable and timely access to information and records relating to the grantee's AFH, consolidated plan, and use of assistance under the programs covered by this part during the preceding 5 years.

Technical Assistance:

Under § 91.105(i), the citizen participation plan for local governments must provide for technical assistance to groups representative of persons of low-and-moderate income that request such assistance to comment on the AFH, or in developing proposals for funding assistance under any of the programs covered by the consolidated plan, with the level and type of assistance determined by the jurisdiction. The assistance need not include the provision of funds to the groups.

Complaints:

Under § 91.105(j) for local governments and § 91.115(h) for states, the citizen participation plan shall describe the grantee's appropriate and practicable procedures to handle complaints from its residents related to the consolidated plan, consolidated plan amendments, the AFH, any revisions to the AFH, and the performance report. At a minimum, the citizen participation plan shall require that the grantee must provide a timely, substantive written response to every written resident complaint, within an established period of time (normally within 15 working days, where practicable).

Jurisdiction responsibility:

The new AFFH rule adds an AFH reference at § 91.105(l) to ensure that citizen participation requirements do not restrict the responsibility or authority of the local governments for the development and execution of its consolidated plan or AFH.

The revised standards for local government and state citizen participation plans are applicable to formula grant programs administered by the Office of Community Planning and Development (CPD). It is important that both local governments and states incorporate the new provisions described in this memorandum into their consultation and citizen participation process in order to remain in compliance with regulatory requirements.

Grantees with questions concerning this Notice should direct their inquiries to their local HUD Field Office Community Planning and Development Division. Field Offices should direct their questions to the Office of Block Grant Assistance at (202) 708-1577 for the Entitlement CDBG program or (202) 708-1322 for the State CDBG program.

ADDENDUM "B"

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE CITY OF JERSEY CITY, NJ

AND

MULLIN AND LONERGAN ASSOCIATES, INC.

THIS ADDENDUM B, entered into as of this ____ day of ____, 2016 by and between the CITY OF JERSEY CITY, State of New Jersey, hereinafter referred to as the "Public Body", and MULLIN AND LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the Public Body and the Consultant have entered into a contract dated April 29, 2015 and an Addendum "A" dated November 10, 2015; and

WHEREAS, the Public Body wishes to amend the contract with the Consultant to add additional requested items to the scope of services, reallocate a portion of the existing budget and to increase the overall contract to allow for additional assistance to the City staff in carrying out its CDBG/HOME/ESG Programs; and

WHEREAS, the Public Body wishes to cancel the balance of work outstanding on the preparation of the Analysis of Impediments to Fair Housing per HUD's direction, and;

WHEREAS, the Public Body wishes to utilize the remaining funds from the Analysis of Impediments portion of said contract, for a total of \$10,180, to provide \$5,000 for the preparation of the 2015 CAPER as a lump sum amount and the balance of the funds, \$5,180, going towards the hourly rate technical assistance portion of the contract to allow for additional assistance related to the HUD/OIG audit issues and;

WHEREAS, the Public Body also wishes to amend the said contract to increase the amount of compensation by a maximum, not to exceed amount of \$7,500 to allow for the preparation of a HOME subsidy layering analysis for the Garden State Episcopal HOME project for \$4,500 and a technical review of the most current round of the City's Affordable Housing Trust fund applications, \$3,000, and;

NOW, THEREFORE, the parties to this contract do mutually agree as follows:

The Public Body will do the following:

1. Reallocate a total of \$10,180 that is part of the lump sum contract for the preparation of the Analysis of Impediments to Fair Housing. Of this amount, \$5,000 will be used for the preparation of the City's 2015 CAPER as a lump sum amount and the balance, \$5,180, will be allocated to the hourly rate, technical assistance portion of the contract to allow for additional assistance related to the HUD/OIG audit issues.
2. The balance of work outstanding on the preparation of the Analysis of Impediments to Fair Housing is canceled per HUD's direction and will not be completed by the Consultant.
3. The contract between the Public Body and the Consultant is increased by a maximum not to exceed amount of \$7,500. Of this amount, a total of total of \$4,500 will be allocated for the preparation of a HOME subsidy layering analysis for the Garden State Episcopal HOME project. This will be a lump sum amount. Additionally, \$3,000 of this amount will be allocated to the technical review of the most current round of the City's Affordable Housing Trust fund applications. This work will be completed for a lump sum, not to exceed amount.

All other terms and conditions of the agreement remain in effect.

ACCEPTANCE OF ADDENDUM

ATTEST:

CITY OF JERSEY CITY, NJ

BY: _____

ATTEST:

MULLIN & LONERGAN
ASSOCIATES, INC.

BY: William P. Wasielewski
William P. Wasielewski, AICP
Secretary

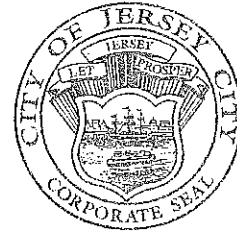
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.278

Agenda No. 10-X

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the veterinarian services are to be provided to the Department of Health and Human Services, Division of Health, Animal Control; and

WHEREAS, N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required; and

WHEREAS, Animal Control will obtain such care from a licensed veterinarian, prior to bringing an animal to the shelter; and

WHEREAS, the cost of all these emergency veterinary care is the responsibility of the City of Jersey City; and

WHEREAS, Dr. Buchholtz has submitted a proposal indicating that he will provide these services for the City for a one year period effective **January 1, 2016 thru December 31, 2016** at rates for services which vary from \$2.00 to \$200.00; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, the City is acquiring these services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-To-Play Law); and

WHEREAS, the Department Director has determined and certified in writing that the value of the contract exceeds \$17,500; and

WHEREAS, Dr. Buchholtz has completed and submitted a Business Entity Disclosure Certification which certifies that Dr. Buchholtz has not made any reportable contributions to a political or candidate committee listed on the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Dr. Buchholtz from making any reportable contributions during the term of the contract; and

WHEREAS, Dr. Buchholtz has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Dr. Buchholtz is a Contractor Pay-to-Play Reform

in accordance with the City's 2008; and

WHEREAS, the total estimated cost of \$5,000.00 is available in DH&S Account No. 1-2016-27-331-314; the remaining balance is in the permanent budget; and

there is no financial or property encumbrance of the City's 2016 calendar year

WITHDRAWN

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement with Dr. Lawrence Buchholtz, of the Animal Clinic and Hospital of Jersey City, in substantially the form attached, for providing veterinarian services in connection with the Animal Control program provided by the Department of Health and Human Services; and
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et Seq.;
3. The term of the agreement shall be one year effective as of January 1, 2016 and expiring on December 31, 2016;
4. Dr. Lawrence Buchholtz shall be compensated at rates which vary from \$2.00 to \$200.00 and the estimated total contract amount is FORTY THOUSAND (\$40,000.00) Dollars;
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget;
6. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of the adoption of this resolution;
7. The award of this contract shall be subject to the condition that Dr. Buchholtz provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
8. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City Contractor Pay-to-Play Reform Ordinance, the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

City Clerk File No. Res. 16.278Agenda No. 10-X

TITLE:

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL
CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN
SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES,
DIVISION OF HEALTH, ANIMAL CONTROL**

I, Donna Mauer, Chief Financial Officer, hereby, certify that there are sufficient funds in
the amount of \$5,000.00 in DH&HS Health Division Operating Current Fund Account No.
1-201-27-331-314; P.O. # _____

APPROVED: _____

APPROVED: _____
Business Administ

AL FORM

ration Counsel

WITHDRAWN

RECOR			
COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI			
RAMCHAL			
BOGGIANO			

✓ Indicates Vote

APPROVED

4.27.16			
COUNCILPERSON	AYE	NAY	N.V.
ILPERSON			
MAN			
RO, PRES.			

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municip _____

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH DR. LAWRENCE BUCHHOLTZ, A LICENSED VETERINARIAN OF THE ANIMAL CLINIC AND HOSPITAL OF JERSEY CITY, TO PROVIDE VETERINARIAN SERVICES FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF HEALTH, ANIMAL CONTROL

Initiator

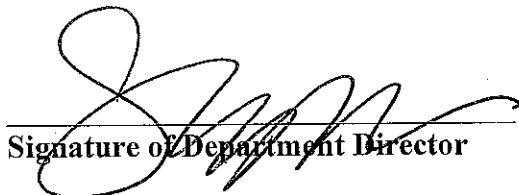
Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jcnj.org

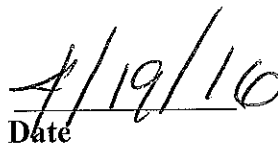
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution authorizes a professional services contract with a licensed veterinarian. Dr. Lawrence Buchholtz will provide veterinary services for the Department of Healthy and Humana Services, Division of Health, Animal Control. Pursuant to N.J.S.A. 8:23 A-1.12(e) requires Animal Control Officers to inspect all stray or running at large-animals confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. The cost of all emergency veterinary care is the responsibility of the City of Jersey City. Dr. Buchholtz will provide these services for a period of one year effective **January 1, 2016 thru December 31, 2016** at rates for services which vary from \$2.00 to \$200.00.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

City of Jersey City
Department of Health and Human Services

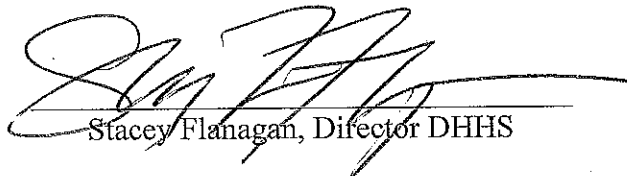
DETERMINATION OF VALUE CERTIFICATION

Stacey Flanagan, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City Department of Health and Human Services and have knowledge of the goods and services that this department needs.
2. The division of Health, Animal Control is required by N.J.S.A. 8:23A-1.12(e) to inspect all stray or running at-large-animals, confiscated, trapped or impounded in the course of their animal control duties for signs of illness or injury, to determine whether emergency veterinary care is required. Such care shall be obtained from a licensed veterinarian prior to bringing an animal to the animal shelter.
3. The City informally solicited quotations for services as professional services pursuant to N.J.S.A. 40A:11-5(1) (a) (i).
4. Dr. Lawrence Buchholtz is certified and licensed to practice medicine as a veterinarian in the State of New Jersey.
5. The Department of Health and Human Services recommends awarding the contract to Dr. Lawrence Buchholtz.
6. The term of the contract is for one year effective January 1, 2016 thru December 31, 2016.
7. The estimated amount of the contract exceeds \$17,500.00.
8. This certification is made pursuant to N.J.S.A. 19:44a-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

4/18/16


Stacey Flanagan, Director DHHS

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

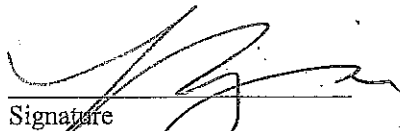
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	ANIMAL CLINIC & HOSPITAL OF JERSEY CITY		
Address:	603 WEST SIDE AVE.		
City:	JERSEY CITY	State:	NJ
		Zip:	07304

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	<u>LAWRENCE BUCHHOLZ</u>	<u>PRESIDENT</u>
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

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**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS**
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:

Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

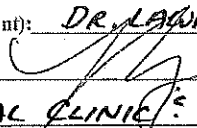
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): DR. LAURENCE J. BUCHHOLZ

Representative's Signature: 

Name of Company: ANIMAL CLINIC HOSPITAL OF JERSEY CITY

Tel. No.: (201) 435-6424

Date: 4-19-16

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program



Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Veterans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

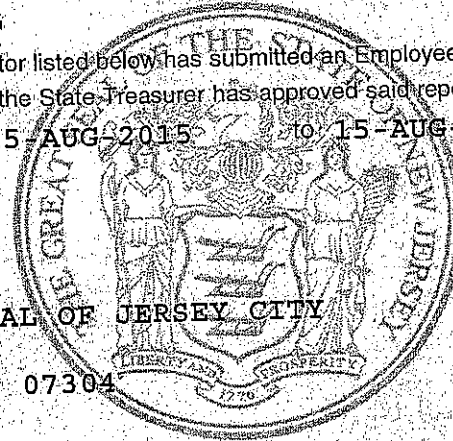
Enclosure(s) (AA-01 Rev. 11/11)

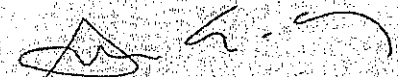
Certification 42461

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2015** to **15-AUG-2022**

ANIML CLINIC & HOSPITAL OF JERSEY CITY
603 WEST SIDE AVE.
JERSEY CITY NJ 07304




Andrew P. Sidamon-Eristoff
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: LAURENCE J. BUCHHOLZ, DVM
Representative's Signature: [Signature]
Name of Company: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
Tel. No.: (201) 435-6924 Date: 4/19/16

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
Address : 603 WEST SIDE AVE. JERSEY CITY, NJ 07304
Telephone No. : (201) 435-6424
Contact Name : ROSELLE G. CAMALIGAN, OFFICE MGR

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Address: 603 WEST SIDE AVE. JERSEY CITY, NJ 07304

Telephone No. : (201) 435-6424

Contact Name: ROSELLE G. CAMALIGAN, OFFICE MGR

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JERSEY CITY ANIMAL HOSPITAL, INC.

Trade Name:

Address: 603 WEST SIDE AVENUE
JERSEY CITY, NJ 07304-1709

Certificate Number: 0789563

Effective Date: November 16, 2001

Date of Issuance: April 19, 2016

For Office Use Only:

20160419133020360

STATE OF NEW JERSEY
SALES TAX CERTIFICATE OF AUTHORITY
URBAN ENTERPRISE ZONES ACT
DIVISION OF TAXATION

The qualified business named below is hereby authorized to collect sales tax pursuant to the Urban Enterprise Zones Act. This authorization is good ONLY for the named business at the location specified herein. This authorization is null and void if any change of ownership or address is affected. This certificate authorizes you to collect tax at a reduced rate on retail sales of tangible personal property EXCEPT motor vehicles; certain manufacturing equipment; cigarettes; alcoholic beverages; prepared meals; services; hotel room occupancies; admissions; membership fees; parking fees; natural gas and electricity. See, N.J.A.C. 18:24-31.4.

JERSEY CITY ANIMAL HOSPITAL, I
603 WEST SIDE AVENUE
JERSEY CITY NJ 07304-1709

000017888
xxx-xxx-142/000
12/01/15 TO 11/30/16

This Permit is NOT assignable or transferable.

Dennis Shilling

Acting Director, Division of Taxation

UZ-2
09-12, D205846Z

No. SBP2570771

RENEWAL

**BUSINESSOWNERS POLICY
DECLARATIONS EXTENSION**

**ENDORSEMENT
09/29/2015**

Named Insured: JERSEY CITY ANIMAL

Policy Period: From: 09/29/2015 To: 09/29/2016

0404 0103

ADDITIONAL INTERESTS

We cover the following as their interests are indicated below:

Location: 001
Interest: NAMED INSURED
Coverage: BD
Name & JOB LLC
Address: 603 W SIDE AVE
JERSEY CITY, NJ 07304-1709
Loan #:

Location: 001
Interest: MORTGAGEE
Coverage: BD
Name & BANK OF AMERICA NA
Address: &/OR ITS ASSIGNS
600 N CLEVELAND AVE STE 300
WESTERVILLE, OH 43082-6926
Loan #:

Location: 001
Interest: ADD'L INSURED PerBU0601
Coverage: GL
Name & JERSEY CITY BOARD OF HEALTH
Address: ANIMAL CONTROL
1 JOURNAL SQ
JERSEY CITY, NJ 07306-4006
Loan #:

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract ANIMAL CLINIC & HOSPITAL OF JERSEY CITY (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

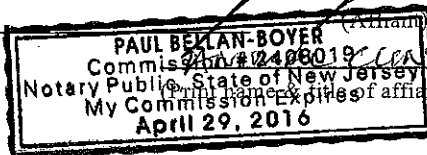
Name of Business Entity: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signed [Signature] Title: PRESIDENT

Print Name LAWRENCE J. BUCHHOLZ Date: APRIL 19, 2016

Subscribed and sworn before me
this 19 day of APRIL, 2016.

My Commission expires: 4/29/16



(Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (g) and (r).

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
LAWRENCE J. BUCHHOLZ	603 WEST SIDE AVE. JERSEY CITY, NJ 07304

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

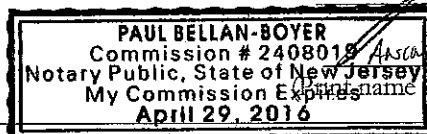
Name of Business Entity: ANIMAL CLINIC & HOSPITAL OF JERSEY CITY

Signed: [Signature] Title: PRESIDENT

Print Name: LAWRENCE J. BUCHHOLZ Date: 4-19-16

Subscribed and sworn before me this 19 day of
APRIL, 2016.

My Commission expires:
4/29/16



(Affiant)

ANIMAL CLINIC & HOSPITAL OF JERSEY CITY
(Corporate Seal)

AGREEMENT

Agreement made this ____ day of _____, 2016, by and between the City of Jersey City, a municipal corporation of the State of New Jersey (City) and Dr. Lawrence Buchholz of the Animal Clinic and Hospital of Jersey City, (Dr. Buchholz), 603 Westside Avenue, Jersey City, N.J. 07305;

WHEREAS, the City operates an Animal Control Program through the Department of Health and Human Services, Division of Health, and N.J.A.C. 8:23A-1.12(e) requires that Animal Control Officers shall inspect all stray or running- at-large animals confiscated, trapped or impounded in the course of their duties for signs of illness or injury, to determine whether emergency veterinary care is required, and, if so, to immediately obtain such care from a licensed veterinarian.

WHEREAS, Dr. Buchholz is a licensed veterinarian qualified to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Scope of Services:

Dr. Buchholz will provide the City with veterinarian services for animals in the City's care, according to procedures established by the Department of Health and Human Services, Division of Health. The animals will be treated and released to the animal shelter, a licensed rehabilitator, or the wild or humanely euthanized.

2. Term:

The term of this Agreement is for one (1) year effective as of January 1, 2016 and terminating on December 31, 2016.

3. Fee Schedule:

The City shall pay Dr. Buchholz at his standard rates for treatment discounted 33%. The total estimated contract amount payable to Dr. Buchholz is \$40,000.00. Compensation shall be due and payable to Dr. Buchholz upon receipt of a monthly statement by the City outlining services performed and/or rendered by Dr. Buchholz on behalf of the City during that month. The monthly statement from Dr. Buchholz shall specify the number of services executed by Dr. Buchholz during that monthly reporting period in the performance of services on behalf of the City. Said monthly statements must be submitted to the governing body of the City for approval prior to payment.

4. **Insurance:**

Dr. Buchholz shall purchase and maintain the required insurance during the term of this Agreement. Dr. Buchholz shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- 2.) Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$2,000,000 per occurrence in aggregate.

The insurance policies described in this Article shall be kept in force as per the following: Comprehensive General Liability, Automobile Liability Coverage and Workmen's Compensation Insurance, shall be kept in force until submission of the final invoice. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Agreement.

Before commencing the work, Dr. Buchholz shall furnish the City certificates of such insurance. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.

5. **Termination:**

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Dr. Buchholz shall immediately discontinue services. Dr. Buchholz shall be paid the amount earned by or reimbursable to Dr. Buchholz hereunder to the time specified in said notice. Dr. Buchholz shall have no further claim against the City with respect thereto.

6. **Entire Agreement:**

This Agreement constitutes the entire agreement between City and Dr. Buchholz. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

7. **Assignment:**

Dr. Buchholz shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

8. **Choice of Law:**

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

9. **Modification:**

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

10. **Counter-parts:**

This Agreement shall be executed in counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document

11. **Paragraph Headings:**

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

12. **Severability:**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

13. **Indulgences:**

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

14. **Indemnity:**

The Contractor shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and from costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of

any loss, property damage, bodily injury, or death resulting solely from an error, omission or negligent act of the Contractor or anyone employed by the Contractor in the performance of this Agreement. Said Agreement shall indemnify and defend the City and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

15. **Notice:**

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Vera Smith, Health Officer
199 Summit Ave
Jersey City, N.J. 07304

Dr. Lawrence Buchholz
603 Westside Avenue
Jersey City, N.J. 07305

16. **New Jersey Business Registration Requirements:**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and User Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et seq.) or subsection (e.) or (f.) of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

17. **Compliance with Affirmative Action Plan:**

(a) If the Agreement exceeds \$40,000.00, it shall also be subject to the Affirmative Action Amendments to the Law Against Discrimination. N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Dr. Buchholz shall provide no service under this Agreement until it has executed the following:

1) A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00) (Exhibit C attached hereto and incorporated herein by reference).

2) An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000.00

18. City of Jersey City Contractor Pay-to-Play reform Ordinance:

This contract was awarded in accordance with the City of Jersey City Contractor Pay-to-Play reform Ordinance, Section 3-51.1 of the city Code. As such the undersigned does hereby attest that Dr. Buchholz, its subsidiaries, assigns or principal have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Section 3-51.1, nor will Counsel, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Section 3-51.1

19. Political Contribution Prohibition:

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.5 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when contract is awarded.

20. City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

21. Chapter 271 Political contribution Disclosure:

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from the public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

City of Jersey City

Animal Clinic and Hospital of Jersey City

By: _____
Business Administrator

By: _____
Dr. Lawrence Buchholz

ATTEST:

ATTEST:

Robert Byrne, City Clerk

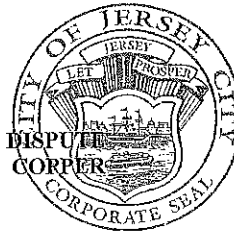
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.279

Agenda No. 10.Y

Approved: APR 27 2016

TITLE: **RESOLUTION AUTHORIZING THE SETTLEMENT OF THE VERIZON DISPUTE CONCERNING THE CITY OF JERSEY CITY'S CONVERSION FROM COPPER CIRCUITS TO FIBER OPTIC CABLES**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City ("City") has been a customer of Verizon Business Network Services Inc. ("Verizon") for the provision of high speed, high bandwidth data network services; and

WHEREAS, the City was advised by Verizon that the use of copper circuits would be discontinued and that unless the City migrated from using copper circuits to fiber optic cables, the City would be forced to find an alternate vendor; and

WHEREAS, many of the existing copper circuits were no longer capable of supporting the increasing volume and demand for data and video, which resulted in blackouts; and

WHEREAS, the City determined it would be in the best interest of public safety to convert to fiber optic cables, and Verizon did proceed to with such conversion; and

WHEREAS, in the process of such conversion, the City and Verizon became involved in a dispute concerning billing discrepancies and early termination charges (the "Dispute"); and

WHEREAS, the City and Verizon have come to an agreement regarding settlement of the Dispute, memorialized in the "Confidential Settlement and Release Agreement", which in summary, saves the City from \$658,316.47 in costs claimed by Verizon, and requires the City to pay only for certain services already performed by Verizon for calendar year 2015 amounting to \$226,540.72, and

WHEREAS, the aforementioned \$226,540.72 has already been encumbered through a prior resolution, titled **RESOLUTION AUTHORIZING AN AGREEMENT WITH VERIZON TO PROVIDE TELECOMMUNICATION SERVICES PURSUANT TO N.J.S.A. 40A:11-5(1)(f)**, as part of the services contract with Verizon; and

WHEREAS, the necessary funds are already in Account Number 01-203-25-271-302, no additional funds for this settlement are required.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that:

1. The Corporation Counsel be authorized to settle this dispute and the Mayor and Business Administrator are authorized to execute the "Confidential Settlement and Release Agreement".
2. Funds in the amount of \$226,540.72 are authorized to be paid from Account Number 01-203-25-271-302 in settlement of this dispute.

I, N.C. VOUCHER hereby certify that these funds are available for this expenditure in Account Number 01-203-25-271-302. **N.C. VOUCHER CFO DOES NOT CERTIFY AS**

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.27.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council


[Signature]
Robert Byrne, City Clerk

DETERMINATION OF VALUE CERTIFICATION

James Shea, of full age, hereby certifies as follows:

1. I am Public Safety Director for the City of Jersey City.
2. Attached to this Certification is a resolution awarding a settlement to Verizon to provide the City with Fiber Optic cable.
3. The amount of the contract is \$226,540.72 which exceeds \$17,500.
4. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
5. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 4/5/14


James Shea, Director of Public Safety

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE VERIZON DISPUTE CONERING THE CITY OF JERSEY CITY'S CONVERSION FROM COPPER CIRCUITS TO FIBER OPTIC CABLES

Initiator

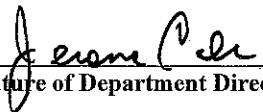
Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Settlement Agreement for conversion of copper lines to fiber optic lines in Budget Year 2015

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date 4/5/16

Signature of Purchasing Director

Date